

A G E N D A

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
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METRO

MEETING: METRO COUNCIL REGULAR MEETING
DATE: May 16, 1996
DAY: Thursday
TIME: 2:00 PM
PLACE: Council Chamber

Approx.
Time*

Presenter

- 2:00 PM **CALL TO ORDER AND ROLL CALL**
- (5 min.) **1. INTRODUCTIONS**
- (5 min.) **2. CITIZEN COMMUNICATIONS**
- (5 min.) **3. EXECUTIVE OFFICER COMMUNICATIONS**
- 4. CONSENT AGENDA**
- 2:15 PM 4.1 Consideration of Minutes for the May 9, 1996 Metro
(5 min) Council Meeting.
- 5. ORDINANCES - SECOND READING**
- 2:20 PM 5.1 **Ordinance No. 96-641**, Amending the FY 1995-96
(5 min) Budget and Appropriations Schedule by Transferring
\$97,601 from the Spectator Facilities Fund Contingency
and \$64,199 from Capital Outlay to Civic Stadium
Materials and Services; and \$276,000 from the Regional
Parks and Expo Fund Contingency to Expo Center Materials
and Services and Capital Outlay to Meet Unforeseen
Increased Expenditures; and Declaring an Emergency. McFarland
- 6. RESOLUTIONS**
- 2:25 PM 6.1 **Resolution No. 96-2325A**, For the Purpose of Accepting Washington
(5 min) the Report of the City of Portland/Metro Facilities
Consolidation Advisory Committee.
- 2:30 PM 6.2 **Resolution No. 96-2319**, For the Purpose of Authorizing McLain
(5 min) an Exemption from Competitive Bidding and Awarding
Multi-Year Public Contracts Solicited through a Request
for Proposal Process for Recycling Business Development
Grants.
- 2:35 PM 6.3 **Resolution No. 96-2322**, For the Purpose of Authorizing McCaig
(5 min) an Intergovernmental Agreement with Multnomah County

to Provide Landscape Maintenance Services.

- | | | |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 2:40 PM
(5 min) | 6.4 Resolution No. 96-2314 , For the Purpose of Authorizing Change of Order No. 18 to Contract for Operating Metro Central Station. | McLain |
| 2:45 PM
(5 min) | 6.5 Resolution No. 96-2328 , For the Purpose of Authorizing An Intergovernmental Agreement Between Metro, The Port of Portland, and Multnomah County Sheriff's Office for Boat Moorage at the M. James Gleason Boat Ramp. | McFarland |
| 2:50 PM
(5 min) | 6.6 Resolution No. 96-2324 , For Authority to Release An RFP for The Music by Blue Lake Food Services Contractor and to Execute a Contract. | Washington |
| 2:55 PM
(5 min) | 6.7 Resolution No. 96-2269 , Amending the Intergovernmental Agreement of the Regional Emergency Management Group in Order to Add Clark County, Washington to the Group. | Washington |
| 3:00 PM
(5 min) | 6.8 Resolution No. 96-2279 , For the Purpose of Authorizing an Intergovernmental Agreement with Tri-Met to Assist in Establishing a Transit-Oriented Development and Implementation Program at Metro. | Monroe |
| 3:05 PM
(10 min) | 6.9 Resolution No. 96-2335 , For the Purpose of Modifying the Submission to the Voters of a General Obligation Bond Indebtedness in the Amount of \$28.8 Million for Capital Improvements at the Metro Washington Park Zoo. | Washington |
| 3:15 PM
(5 min) | 6.10 Resolution No. 96-2334 , For the Purpose of Authorizing the Executive Officer to Purchase Property in Terwilliger-Marquam Natural Area in Southwest Portland. | McCaig |

7. EXECUTIVE SESSION HELD PURSUANT TO ORS 192.660 (1)(E). DELIBERATIONS WITH PERSONS DESIGNATED TO NEGOTIATE REAL PROPERTY TRANSACTIONS. (Note: A public hearing will be held prior to Executive Session)

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|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| 3:20 PM
(10 min) | 7.1 Resolution No. 96-2230 , For the Purpose of Approving a Refinement Plan for the Tryon Creek Linkages Target Area as Outlined in the Open Space Implementation Work Plan. | McCaig |
| 3:30 PM
(10 min) | 7.2 Resolution No. 96-2231 , For the Purpose of Approving a Refinement Plan for the Fanno Creek Greenway Target Area as Outlined in the Open Space Implementation Work Plan. | Kvistad |

3:40 PM **8. COUNCILOR COMMUNICATIONS**
(10 min)

3:50 PM **ADJOURN**

Agenda Item Number 4.1

**Consideration of the May 9, 1996 Metro Council
Minutes**

The minutes of the May 2, 1996 meeting were not available at the time this agenda was printed. They will be made available to interested parties prior to the regularly scheduled Council meeting on May 16, 1996.

**Metro Council meeting
Thursday, May 16, 1996**

Agenda Item Number 5.1

Ordinance No. 96-641, Amending the FY 1995-96 Budget and Appropriations Schedule by Transferring \$97,601 from the Spectator Facilities Fund Contingency and \$64, 199 from Capital Outlay to Civic Stadium Materials and Services; and \$276,000 from the Regional Parks and Expo Fund Contingency to Expo Center Materials and Services and Capital Outlay to Meet Unforeseen Increased Expenditures; and Declaring an Emergency

**Metro Council meeting
Thursday, May 16, 1996**

BEFORE THE METRO COUNCIL

AN ORDINANCE AMENDING THE FY 1995-96)	ORDINANCE NO. 96-641
BUDGET AND APPROPRIATIONS)	
SCHEDULE BY TRANSFERRING \$97,601)	
FROM THE SPECTATOR FACILITIES FUND)	
CONTINGENCY AND \$64,199 FROM CAPITAL)	
OUTLAY TO CIVIC STADIUM MATERIALS)	Introduced by Councilor Ruth
AND SERVICES AND \$276,000 FROM THE)	McFarland
REGIONAL PARKS AND EXPO FUND)	
CONTINGENCY TO EXPO CENTER)	
MATERIALS AND SERVICES AND CAPITAL)	
OUTLAY TO MEET UNFORESEEN)	
INCREASED EXPENDITURES; AND)	
DECLARING AN EMERGENCY)	

WHEREAS, The Metro Council has reviewed and considered the need to transfer appropriations with the FY 1995-96 Budget; and

WHEREAS, The need for a transfer of appropriation has been justified; and

WHEREAS, Adequate funds exist for other identified needs; now, therefore,

THE METRO COUNCIL ORDAINS AS FOLLOWS;

1. That the FY 1995-96 Budget and Schedule of Appropriations are hereby amended as shown in the column titled "Revision" of Exhibits A and B to this Ordinance for the purposes of transferring \$97,601 from the Spectator Facilities Fund Contingency and \$64,199 from Capital Outlay to the Civic Stadium materials and services.

2. That the FY 1995-96 Budget and Schedule of Appropriations are hereby further amended as show in the column titled "Revision" of Exhibits A and B to this Ordinance for the purposes of transferring \$276,000 from the Regional Parks and Expo Fund Contingency to the Expo Center Materials and Services and Capital Outlay.

3. This Ordinance being necessary for the immediate preservation of the public health, safety or welfare of the Metro area in order to meet obligations and comply with Oregon Budget Law, an emergency is declared to exist, and this Ordinance takes effect upon passage.

ADOPTED by the Metro Council this ____ day of _____, 1996.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

**Exhibit A
Ordinance No. 96-641**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT

Regional Parks and Expo Fund

Resources

TOTAL RESOURCES		12,128,738		0		12,128,738
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Requirements

TOTAL REGIONAL PARKS EXPENDITURES	47.10	4,928,501	0.00	0	47.10	4,928,501
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Expo Center

Total Personal Services	11.83	525,266	0.00	0	11.83	525,266
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Materials & Services

521100	Office Supplies	2,000		0		2,000
521210	Landscape Supplies	4,000		0		4,000
521220	Custodial Supplies	9,800		0		9,800
521240	Graphics/Reprographic Supplies	200		0		200
521260	Printing Supplies	400		0		400
521290	Other Operating Supplies	1,000		0		1,000
521292	Small Tools	3,000		0		3,000
521293	Promotional Supplies	0		0		0
521310	Subscriptions	100		0		100
521320	Dues	875		0		875
521400	Fuels & Lubricants	3,900		0		3,900
521510	Maintenance & Repairs Supplies-Building	9,600		0		9,600
521520	Maintenance & Repairs Supplies-Grounds	3,000		0		3,000
521530	Maintenance & Repairs Supplies-Vehicles	750		0		750
521540	Maintenance & Repairs Supplies-Equipment	1,500		0		1,500
524130	Promotion/Public Relation Services	35,000		0		35,000
524190	Miscellaneous Professional Services	0		0		0
525100	Utilities	0		0		0
525110	Utilities-Electricity	87,900		0		87,900
525120	Utilities-Water & Sewer Charges	16,300		0		16,300
525130	Utilities-Natural Gas	32,000		0		32,000
525150	Utilities-Sanitation Service	35,000		0		35,000
525200	Cleaning Services	65,000		0		65,000
525610	Maintenance & Repair Services-Building	1,500		0		1,500
525620	Maintenance & Repairs Services-Grounds	12,000		0		12,000
525630	Maintenance & Repairs Services-Vehicles	1,000		0		1,000
525640	Maintenance & Repairs Services-Equipment	6,060		0		6,060
525710	Equipment Rental	10,820		0		10,820
526200	Ads & Legal Notices	6,700		0		6,700
526310	Printing Services	4,400		0		4,400
526320	Typesetting & Reprographics Services	3,000		0		3,000
526410	Telephone	9,700		0		9,700
526420	Postage	500		0		500
526430	Catalogues & Brochures	1,000		0		1,000
526440	Delivery Services	500		0		500
526500	Travel	6,500		0		6,500
526690	Concessions/Catering Contract	769,500		148,240		917,740
526691	Parking Contract	73,240		11,000		84,240
526700	Temporary Help Services	10,500		0		10,500

**Exhibit A
Ordinance No. 96-641**

FISCAL YEAR 1995-96	ACCT #	DESCRIPTION	CURRENT BUDGET		REVISION		PROPOSED BUDGET	
			FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Regional Parks and Expo Fund								
	526800	Training, Tuition, Conferences		1,000		0		1,000
	528100	License, Permits, Payments to other Agencies		0		0		0
	529800	Miscellaneous Expenditures		0		0		0
	529910	Uniform Supply		1,000		0		1,000
	526900	Miscellaneous Other Purchased Services		0		0		0
	529500	Meetings		500		0		500
	529835	External Promotion		2,500		0		2,500
	Total Materials & Services			1,233,245		159,240		1,392,485
	<u>Capital Outlay</u>							
	571100	Land		0				0
	571200	Improvements other than buildings		75,000		116,760		191,760
	571300	Buildings, Exhibits & Related		80,000		0		80,000
	571400	Equipment and Vehicles		31,200		0		31,200
	571500	Purchases-Office Furniture & Equipment		5,250		0		5,250
	574120	Architectural Services		1,000,000		0		1,000,000
	574130	Engineering Services		1,500,000		0		1,500,000
	574520	Construction Work/Materials-Buildings		0		0		0
	Total Capital Outlay			2,691,450		116,760		2,808,210
	TOTAL EXPO CENTER EXPENDITURES		11.83	4,449,961	0.00	276,000	11.83	4,725,961
General Expenses								
	Total Interfund Transfers			640,736		0		640,736
	<u>Contingency and Unappropriated Balance</u>							
	599999	Contingency						
		* Undesignated		668,999		(276,000)		392,999
		* Open Spaces Bonds		64,132		0		64,132
	599990	Unappropriated Balance		0		0		0
		* Undesignated		636,409		0		636,409
		* Expo Center Renewal & Replacement		740,000		0		740,000
	Total Contingency and Unappropriated Balance			2,109,540		(276,000)		1,833,540
	TOTAL FUND REQUIREMENTS		58.93	12,128,738	0.00	0	58.93	12,128,738

**Exhibit A
Ordinance No. 96-641**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT

Spectators Facilities Fund

Resources

TOTAL RESOURCES		9,894,621		0		9,894,621
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Civic Stadium Operations

Total Personal Services		17.41	687,171		0	17.41	687,171
<u>Materials & Services</u>							
521100	Office Supplies		3,325		0		3,325
521220	Custodial Supplies		6,889		0		6,889
521260	Printing Supplies		2,000		0		2,000
521290	Other Supplies		25,636		0		25,636
521292	Small Tools		1,000		0		1,000
521293	Promoton Supplies		2,000		0		2,000
521310	Subscriptions		600		0		600
521320	Dues		425		0		425
521400	Fuels & Lubricants		1,357		0		1,357
521510	Maint & Repair Supplies-Buildings		10,921		0		10,921
521520	Maint & Repair Supplies-Grounds		500		0		500
521540	Maint & Repair Supplies-Equipment		4,232		0		4,232
521590	Maint & Repair Supplies-Other		1,068		0		1,068
524190	Misc professional services		154,830		0		154,830
525110	Utilities-Electricity		77,920		0		77,920
525120	Utilities-Water and Sewer		14,101		0		14,101
525150	Utilities-Sanitation Services		11,917		0		11,917
525610	Maintenance & Repair Services-Building		10,518		0		10,518
525620	Maintenance & Repair Services-Grounds		1,000		0		1,000
525630	Maintenance & Repair Services-Vehicles		500		0		500
525640	Maintenance & Repair Services-Equipment		16,910		0		16,910
525690	Maintenance & Repair Services-Other		1,000		0		1,000
525710	Equipment Rental		5,900		0		5,900
526200	Advertising and Legal Notices		2,224		0		2,224
526310	Printing Services		1,830		0		1,830
526320	Typesetting & Reprographic		300		0		300
526410	Telephone		9,000		0		9,000
526420	Postage		3,600		0		3,600
526430	Catalogues & Brochures		2,000		0		2,000
526440	Communications - Delivery Services		1,250		0		1,250
526500	Travel		3,325		0		3,325
526690	Concession/Catering Contract		561,770		161,800		723,570
526700	Temporary Help Services		107,109		0		107,109
526800	Training, Tuition, Conferences		2,925		0		2,925
526910	Uniforms and Cleaning		10,468		0		10,468
528100	Licenses, Permits & Pymts to Agencies		10,700		0		10,700
529800	Miscellaneous		1,000		0		1,000
529835	External Promotion Expenditures		4,900		0		4,900
Total Materials & Services			1,076,950		161,800		1,238,750

**Exhibit A
Ordinance No. 96-641**

FISCAL YEAR 1995-96		CURRENT BUDGET		REVISION		PROPOSED BUDGET	
ACCT #	DESCRIPTION	FTE	AMOUNT	FTE	AMOUNT	FTE	AMOUNT
Spectators Facilities Fund							
<u>Capital Outlay</u>							
571200	Improvements Other than Buildings		174,000		(64,199)		109,801
571300	Buildings, Exhibits & Related		157,700		0		157,700
571400	Purchases - Equipment and Vehicles		32,345		0		32,345
571500	Purchases - Office Furniture and Equipment		6,030		0		6,030
Total Capital Outlay			370,075		(64,199)		305,876
TOTAL CIVIC STADIUM EXPENDITURES		17.41	2,134,196	0.00	97,601	17.41	2,231,797
Performing Arts Center Operations							
Total Personal Services		111.47	3,704,224	0.00	0	111.47	3,704,224
Total Materials & Services			1,311,123		0		1,311,123
Total Capital Outlay			150,000		0		150,000
TOTAL PERFORMING ARTS CENTER EXPENDITURES		111.47	5,165,347	0.00	0	111.47	5,165,347
Total Interfund Transfers			710,464		0		710,464
<u>Contingency and Unappropriated Balance</u>							
599999	Contingency		192,601		(97,601)		95,000
599990	Unappropriated Balance		1,692,013		0		1,692,013
Total Contingency and Unappropriated Balance			1,884,614		(97,601)		1,787,013
TOTAL SPECTATOR FACILITIES FUND EXPENDITURES		128.88	9,894,621	0.00	0	128.88	9,894,621

Exhibit B
Ordinance No. 96-641
FY 1995-96 SCHEDULE OF APPROPRIATIONS

	Current Appropriation	Revision	Proposed Appropriation
REGIONAL PARKS AND EXPO FUND			
Regional Parks and Greenspaces			
Personal Services	1,860,171	0	1,860,171
Materials & Services	1,902,130	0	1,902,130
Capital Outlay	1,166,200	0	1,166,200
Subtotal	4,928,501	0	4,928,501
Expo Center			
Personal Services	525,266	0	525,266
Materials & Services	1,233,245	159,240	1,233,245
Capital Outlay	2,691,450	116,760	2,691,450
Subtotal	4,449,961	276,000	4,449,961
Interfund Transfers	640,736	0	640,736
Contingency	733,131	(276,000)	733,131
Unappropriated Balance	1,376,409	0	1,376,409
Total Fund Requirements	\$12,128,738	\$0	\$12,128,738
SPECTATOR FACILITIES FUND			
Civic Stadium			
Personal Services	687,171	0	687,171
Materials & Services	1,076,950	161,800	1,238,750
Capital Outlay	370,075	(64,199)	305,876
Subtotal	2,134,196	97,601	2,231,797
Portland Center for the Performing Arts			
Personal Services	3,704,224	0	3,704,224
Materials & Services	1,311,123	0	1,311,123
Capital Outlay	150,000	0	150,000
Subtotal	5,165,347	0	5,165,347
Interfund Transfers	710,464	0	710,464
Contingency	192,601	(97,601)	95,000
Unappropriated Balance	1,692,013	0	1,692,013
Total Fund Requirements	\$9,894,621	\$0	\$9,894,621

All Other Appropriations Remain As Previously Adopted

STAFF REPORT

IN CONSIDERATION OF ORDINANCE NO. 96-641 AMENDING THE FY 1995-96 BUDGET AND APPROPRIATIONS SCHEDULE BY TRANSFERRING \$97,601 FROM THE SPECTATOR FACILITIES FUND CONTINGENCY AND \$64,199 FROM CAPITAL OUTLAY TO CIVIC STADIUM MATERIALS AND SERVICES; AND \$276,000 FROM THE REGIONAL PARKS AND EXPO FUND CONTINGENCY TO EXPO CENTER MATERIALS AND SERVICES AND CAPITAL OUTLAY TO MEET UNFORESEEN INCREASED EXPENDITURES; AND DECLARING AN EMERGENCY.

Date: April 30, 1995

Presented by: Heather Teed

FACTUAL BACKGROUND AND ANALYSIS

On February 14, 1996, the Metropolitan Exposition-Recreation Commission (MERC) passed Resolution No. 96-12, approving an amendment to the FY 1995-96 adopted budget for submittal to the Metro Council for consideration. This submitted amendment has three purposes:

1. Adjustment of expenditure appropriations to allow for unanticipated operating cost increases of \$230,000 for Expo concessions/catering and \$11,000 for Expo parking operations.
2. Replacement of parking booths at Expo for \$35,000 including installation.
3. Adjustment of expenditures appropriations to allow for unanticipated operating cost increases of \$161,800 related to increased business at Civic Stadium.

To accomplish these purposes, the MERC Resolution authorizes transfer of \$276,000 from the Regional Parks and Expo Fund Contingency to both materials and services and capital outlay in the Expo Center to meet the unforeseen increased expenditures. The MERC Resolution also authorizes the transfer of \$97,601 from the Spectator Facilities Fund contingency and \$82,399 from Civic Stadium capital outlay to materials and services.

Based on review by MERC and Administrative Services staff, it was determined that the classification of the expenditures proposed by the MERC Resolution are more accurately reflected as transfer of \$97,601 from the Spectator Facilities Fund contingency and reduction of the submitted transfer from Civic Stadium capital outlay to materials and services by \$18,200 to \$64,199. These adjustments are reflected in Exhibits A and B to Metro Ordinance No. 96-641. A copy of MERC Resolution 96-12 is also attached.

At the time the FY 1995-96 budget was prepared, contract negotiations were ongoing with the concessions/catering contractor for both the Civic Stadium and the Expo Center. The budget estimates for the Concessions/Catering expenditures were based

upon past experience, contract proposals received, and MERC's estimate of the terms that would be included in the negotiated contract.

Fine Host was awarded the contract for both the Civic Stadium and the Expo Center, which continued their contract at the Civic Stadium but made them the new contractor at the Expo Center. Within the contract there is a provision whereby the Contractor would complete the needed concessions capital improvements (\$100,000 for Stadium and \$450,000 for the Expo Center) and would be reimbursed for these improvements through capital installment payments over a six year period. This unanticipated expenditure necessitates, in part, these budget adjustments.

Expo Center Concessions/Catering and Improvements

When the budget for the Expo Center was prepared it was projected that concessions/catering expenditures would be 63% of the revenues received for this activity. Actual results have shown that, due to the capital installment payments for the capital improvements, and the higher operational costs, the expenditures are now projected to be 82% of revenues causing an additional expenditure of \$230,000 (\$148,240 in materials and services, and \$81,760 in capital outlay).

Staff has met with Fine Host to discuss the increase in operational costs. It appears it is due primarily to increased staffing costs. Additional staff have been used at events because of the contractor's unfamiliarity with Expo operations and an attempt to create goodwill with promoters during the change to a new concessions/catering contractor. MERC staff has met with the contractor to mitigate these costs and will continue to monitor the contract to insure that costs are brought down to an acceptable level.

Expo Center Parking Booths

An adjustment in capital outlay for Expo is requested for the purchase and installation of new parking cashier booths. Currently, there are four parking booths at Expo, three located at the front entrances and one at the back. The current structures are 2x4 framing with plywood covering which makes them wet, drafty, insecure, and visually offensive. In late fall of 1995, one booth was destroyed and another heavily damaged by a fire caused by arson. A third booth was hit by a vehicle recently. A temporary structure has replaced the booth that was destroyed but the need for a more permanent solution exists. The parking contractor has discussed this situation with the Expo Manager and strongly encourages replacing these booths. The costs for the replacement and installation of four booths is approximately \$35,000. The replacement booths would be secure and have electrical power similar to the booths located at the Oregon Convention Center.

Expo has also experienced an increase in parking revenue of approximately \$112,000. The associated increase in payments to the parking contractor is 10% or \$11,000. It is requested that the budget be adjusted to increase parking expenditures by \$11,000.

Both of the budget adjustments related to the Expo Center are possible due to an increase in fund balance of \$355,734 recognized in the audit of fiscal year 1994-95. This change in fund balance was reported in the Comprehensive Annual Financial Report (CAFR). A supplemental budget was submitted to the Tax Supervising and Conservation Commission (TSCC) adjusting the Expo Center budget and increasing appropriations in contingency. The Council adopted the supplemental budget via Ordinance No. 96-632 on March 7, 1996.

Civic Stadium Concessions/Catering and Improvements

It is projected that through the end of the fiscal year, revenues at Civic Stadium will increase by \$250,000 over the budgeted amount of \$906,081. This increase is primarily due to the success of the Portland Rockies during the 1995 season and their continued success expected in June, 1996. As a result of these increased revenues and capital installment payment for the capital improvements, an increase in concessions/catering expenditures of \$161,800 is required. The proposed budget amendment transfers expenditure appropriations from both Contingency and Capital Outlay.

FISCAL IMPACT

The adjustments in budget appropriations do not effect the total appropriations level in these funds. The changes are listed below:

	Revised Budget		Amendment		Revised Budget	
	thru 3/14/96					
Civic Stadium						
Personal Services	\$	687,171	\$	-	\$	687,171
Materials and Services		1,076,950		161,800		1,238,750
Capital Outlay		370,075		(64,199)		305,876
Contingency		97,601		(97,601)		0
	\$	2,231,797	\$	-	\$	2,231,797
Expo Center						
Personal Services	\$	525,266	\$	-	\$	525,266
Materials and Services		1,233,345		159,240		1,392,585
Capital Outlay		2,691,450		116,760		2,808,210
Contingency		539,924		(276,000)		263,924
	\$	4,989,985	\$	-	\$	4,989,985



METRO

April 18, 1996

TO: Metro Council

FROM: Mike Burton, Executive Officer

RE: MERC Resolution Number 96-12

A handwritten signature in black ink, appearing to read "Mike Burton", written over the "FROM:" line of the memo.

I have reviewed MERC Resolution Number 96-12 and have the following issues and concerns.

1. In the contract with Fine Host for concessions/catering services, MERC has included a loan from Fine Host for \$550,000 for improvements to the food and beverage operation at both the Civic Stadium and at Expo. The terms of this loan are 9% simple interest on the unpaid balance and the "repayment of the loan, on a straight line, monthly basis, shall be taken out of the operation as an expense item, to be amortized over six (6) years. Any remaining unpaid balance shall be repaid by Commission as a buy out of this Agreement is (sic) terminated for any reason, or if Concessionaire is not selected as the contractor for the period following June 30, 1999." (Fine Host contract, pg. 12)

This issue raises the following concerns:

- a. Metro General Counsel has informed me that Metro E-R Commission is not authorized to issue debt and this provision in the contract constitutes the issuance of debt.
- b. the interest rate is at 9% compared with 5-6% currently being charged through the special district capital lease program which Metro utilizes for capital lease needs.

2. The MERC staff report cites increased labor costs for concessions at Expo. MERC has stated that this increase was due to the change in contractor and the new contractor did not understand the business at Expo and was trying to build goodwill with event promoters.

This issue raises the following concerns:

- a. Although MERC has provided me with explanations as to what happened, I still question why this overage was not discovered and brought in line prior to January.
- b. Even though Fine Host was not the previous contractor at Expo, they have been providing concessions/catering services for MERC for several years and had more access to information on Expo operations than others. The operations at Expo should not have been a surprise of this magnitude.
- c. If this overage is a result of an error in a business decision made by Fine Host, is it MERC's responsibility to absorb the cost of the error made by Fine Host?

In conclusion, I do not recommend the adoption of Ordinance No. 96-641. I recommend that the Council discuss business practices with the Metro E-R Commission and, if the Council feels it is warranted, institute policies and procedures that better control this type of expenditure and/or make managers of the MERC operations more accountable to current policies and procedures.

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution No. 96-12

Authorizing a budget amendment to the FY 1995-96 Adopted Budget for the Civic Stadium and Expo Center (Spectator Facilities and Regional Parks and Expo Funds).

The Metropolitan Exposition-Recreation Commission finds that the following budget amendment is necessary:

	<u>Adopted Budget</u>	<u>Amendment</u>	<u>Revised Budget</u>
Civic Stadium:			
Mat'ls & Services	\$1,076,950	\$ 180,000	\$1,256,950
Capital Outlay	\$ 370,075	\$ (82,399)	\$ 287,676
Contingency	\$ 97,601	\$ (97,601)	\$ 0
Expo Center:			
Mat'ls & Services	\$1,233,245	\$ 241,000	\$1,474,245
Capital Outlay	\$ 191,450	\$ 35,000	\$ 226,450
Contingency	\$ 539,924*	\$(276,000)	\$ 263,924

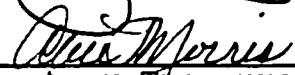
*Subject to adoption of Ordinance No. 96-632 (Supplemental Budget) before the Metro Council.

BE IT THEREFORE RESOLVED:

That the Metropolitan Exposition-Recreation Commission approves the above budget amendment and submits it to the Metro Council.

Passed by the Commission on February 14, 1996.



Chairman


Secretary-Treasurer

Approved as to Form:
Daniel B. Cooper, General Counsel

By: 
Mark B. Williams
Senior Assistant Counsel

I HEREBY CERTIFY THAT THE FOREGOING
IS A COMPLETE AND EXACT COPY OF THE
ORIGINAL THEREOF


EXECUTIVE SECRETARY,
METROPOLITAN E-R COMMISSION

STAFF REPORT

Agenda/Item Issue: Approval of amendment to the FY 95-96 budget for Civic Stadium and Expo Center.

Resolution No. 96-12

Date: February 14, 1996

Presented by: Heather Teed

BACKGROUND AND ANALYSIS:

At the time the FY 95-96 budget was prepared, contract negotiations we on-going for the Concessions/Catering contractor for the Stadium and Expo. The budget estimates for Concessions/Catering were based on past experience, the contract proposals and our estimate of terms that would be included in the final contract.

As a result of those contract negotiations, Fine Host was awarded the contract for the Stadium and Expo. The Expo had previously been serviced by a different contractor. Additionally, the contract contained a provision whereby the Contractor would pay for needed Concessions capital improvements (\$100,000 for Stadium and \$450,000 for Expo) and would be reimbursed through operations over a 6 year period. This new expense necessitates, in part, an adjustment to the budgeted expenditures.

For the Stadium, Concessions/Catering revenues are expected to increase approximately \$250,000 over the budgeted amount. That increase is due mainly to the Portland Rockies' success experienced in the summer of 1995 as well as the projected continued success of their season in June 1996, which affects this fiscal year. Because of this increase in revenue, and to recognize the impact of the amortization of the capital improvements pay-back, an increase in Concessions/Catering expenditures of \$180,000 is necessary. This amount will be taken from a combination of Contingency and Capital Outlay appropriations.

For Expo, Concessions/Catering revenues are projected to remain as budgeted. However, due to the capital improvements pay-back as well as other increased costs in the operations, an increase in Concession/Catering expenditures of \$230,000 is required.

When the Expo budget was prepared, we had assumed expenditures as a percentage of revenues for Concessions/Catering would be 63%. The capital improvements amortization has an impact of adding another 10%. Additionally, the operational costs are higher than projected. We now expect the percentage of expenditures to revenues to be 82%.

Staff has met with Fine Host to discuss the increase in operational costs. It appears that the increase is due primarily to increased staffing costs. Because Fine Host was unfamiliar with Expo operations and in an attempt to keep the promoters "happy" during this transition to a new vendor, additional staff have been used during events. MERC staff will continue to monitor this situation and work with Fine Host to bring costs down to an acceptable level. In the mean time, given the number of months remaining in the fiscal year, combined with the number of events remaining, we believe this budget amendment is conservative, yet appropriate.

Additionally, the Expo has experienced an increase in parking revenues over budget of approximately \$112,000. The associated costs of this increase is 10% or \$11,000. We request that an increase of \$11,000 be appropriated to Parking expenditure.

One additional budget change is to increase Capital Outlay \$35,000 for the purchase and installation of new parking houses. There are currently four parking houses at Expo: three located at the front entrance to the parking lot and one at the rear. These parking houses are 2X4 framing with plywood covering, have no security, are drafty, wet and visually offensive. In late fall of 1995, one of the parking houses was destroyed and another heavily damaged by fire from an arsonist. We have been substituting a portable box office for the house that was destroyed. Additionally, a third house was recently hit by a vehicle. The parking contractor has discussed this situation with the Expo Manager and strongly encourages replacing these houses.

Because of these unforeseen events, staff has determined that replacement of these parking houses is necessary. The costs of four houses is approximately \$30,000, with another \$5,000 for installation materials.

The total, then, for expenditure increases for Expo total \$276,000, to be taken from Contingency.

As a point of clarification, the Adopted Budget for Expo appropriated \$184,190 for Contingency; the Supplemental Budget for Expo adds \$355,734 to Contingency, for a total of 539,924. Therefore, assuming the eventual adoption of the Supplemental Budget by Metro Council, there will be sufficient Contingency to effect this expenditure increase.

FISCAL IMPACT:

Because the effect of these expenditure increases is to move monies among existing appropriations, there is no fiscal impact to the budgeted bottom-line for either facility.

RECOMMENDATION:

Staff recommends that the Commission approve the 1995-96 budget amendment for Civic Stadium and Expo Center and forward it to the Metro Council for their consideration and approval.

Agenda Item 6.1

**Resolution No. 96-2325A, For the Purpose of Accepting the Report of the City of Portland/Metro
Facilities Consolidation Advisory Committee**

**Metro Council meeting
Thursday, May 16, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF ACCEPTING	)	Resolution No. 96-2325A
THE REPORT OF THE CITY OF)	
PORTLAND/METRO FACILITIES	)	Introduced by Councilor Washington
CONSOLIDATION ADVISORY)	
COMMITTEE)	

WHEREAS, The Metropolitan Exposition-Recreation Commission (MERC), operating under the direction of the Metro Council, manages the Oregon Convention Center, the Portland Center for the Performing Arts (PCPA), the Civic Stadium and the Expo Center; and

WHEREAS, The Convention Center is owned by Metro and requires a continuing subsidy to support its continuing operation and maintenance at a professional level; and

WHEREAS, The Expo Center is owned by Metro; and

WHEREAS, The PCPA and the Stadium are owned by the City of Portland (City), have limited reserves, and will close without continued future subsidy; and

WHEREAS, Under the terms of the Intergovernmental Agreement between the City of Portland and Metro which made Metro responsible for the PCPA and Stadium, it is now necessary to work out the terms for the permanent ownership of these facilities; and

WHEREAS, A City of Portland/Metro Facilities Consolidation Advisory Committee has been created to prepare a recommended strategy for the permanent ownership, financing and management of these facilities; and

WHEREAS, The Advisory Committee issued its final report and recommendations on January 11, 1996; now, therefore,

BE IT RESOLVED:

1. The Council accepts the final report of the City of Portland/Metro Facilities Consolidation Advisory Committee and thanks the Committee members for their hard work, diligence and effort.

2. The Council, subject to the availability of a funding source, concurs with the following recommendations of the Committee:

a. The facilities should be managed as a flexible financial and operational system.

b. The Expo Center should be included in the mix of facilities, and its projected net income (after meeting current park support commitments of \$325,000 per year) used within the facility system.

c. The Civic Stadium should be operated as provided in the adopted business plan without additional public subsidy for the next four years. The existing financial pool may be used to cover unanticipated shortfalls during this period, however. A separate business plan update effort will determine what should happen at the end of the five-year period.

d. The PCPA should be funded with a public subsidy utilizing pooled ER funds. The estimated base need is \$1.5 million for annual needs. The PCPA Advisory Committee has recommended additional tenant support and marketing for an additional \$500,000. Tenant rent relief and additional marketing are goals that will be addressed based on available funding and future policy decisions.

e. Major capital improvements for the facilities which cannot be supported with operating revenues may be met through future general obligation or revenue bonds or other sources.

f. Metro, if it continues as the responsible government, should, through its continued management and improvement of the PCPA, support the adopted mission statement for those facilities.

g. The City of Portland should make an ongoing financial commitment to the operation of the PCPA.

3. The Council agrees with the Committee recommendations that the facilities should operate in as independent, cost effective and entrepreneurial manner as possible while maintaining a system of accountability to the affected public entities; further, the Council agrees that it is premature to concur with a management structure recommendation until more information is developed.

4. Negotiations to implement the Committee recommendations should involve principally the elected officials or their designees of the City of Portland, Metro and Multnomah County and three citizen advisors representing the arts, hotel and business communities.

5. Metro may accept the City of Portland facilities and asks the city to transfer a percentage of their Hotel/Motel Tax receipts. Although Metro may be able to fund current capital expenses with existing financial resources, it is imperative that Metro have a stable funding source to pay for long term operational, maintenance and renewal and replacement.

6. The Metro Council will consider additional funding options which provide support for the arts community and facilities.

ADOPTED by the Metro Council this ____ day of _____ 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

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Agenda Item 6.2

Resolution No. 96-2319, For the Purpose of Authorizing an Exemption from Competitive Bidding and Awarding Multi-Year Public Contracts Solicited through a Request for Proposal Process for Recycling Business Development Grants.

**Metro Council meeting
Thursday, May 16, 1996**

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2319 FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION FROM COMPETITIVE BIDDING AND AWARDING MULTI-YEAR PUBLIC CONTRACTS, SOLICITED THROUGH A REQUEST-FOR-PROPOSAL PROCESS, FOR RECYCLING BUSINESS DEVELOPMENT GRANTS.

Date: April 4, 1996

Presented by: Andy Sloop
Jim Goddard

PROPOSED ACTION

Approve Resolution No. 96-2319 authorizing an exemption from competitive bidding and awarding multi-year public contracts, solicited through a request-for-proposal process, for recycling business development grants..

BACKGROUND

The FY 95-96 Regional Environmental Management budget includes a \$75,000 grant program for recycling business development. The purpose of the program is to nurture the development of the local recycling industry. Specifically, it is intended to provide the essential financial stimulus for the development of innovative, state-of-the art, entrepreneurial businesses that will process locally recovered waste materials into manufacturing feedstock, or use local recycled feedstock to make marketable products.

Grant funds may be used for equipment, plant upgrade, input material testing, product performance testing, and/or market investigation studies. Grant funds cannot be used for salaries, working capital, process control engineering, permit application fees, facility acquisition, or facility lease/mortgage payments.

Certain other conditions also apply. Applicants must pay at least 50 percent of the direct monetary cost to implement their projects. At least 50 percent of the input material that grantees use for three years after initiation of their projects must be recovered waste material from the Metro area. Although operations meeting this requirement and receiving grants can be located outside the Metro tri-county area, preference is given to operations located in the Metro area.

EVALUATION PROCESS

Five applications were received in response to Metro's Solicitation for Applications (RFP 95R-36-REM). An evaluation committee made up a Metro Council Analyst and outside experts in the areas of business finance, business management and marketing, economic development, engineering, and solid waste and recycling, reviewed the applications using the following criteria: 1) financial viability; 2) management and marketing strength; 3) economic development benefit; 4) technical feasibility; and 5) solid waste impact.

Using this review process, three applications were selected for further consideration. After a series of additional, in-depth written and oral questions from the Evaluation Committee and staff, the Evaluation Committee made specific grant recommendations, as follows:

<u>Grantee</u>	<u>Size of Grant</u>
Re-Use-It, Inc. (RUI)	\$37,500
NW EEE ZZZ Lay Drain Co.	\$24,000
RB Rubber, Inc.	\$13,500

These awards reflect the Committee's assessment of the relative strength of each proposal in terms of innovation, strategic contribution to the Metro region's recycling system, probability of success and financial need.

DESCRIPTION OF COMPANIES SELECTED FOR GRANTS

RUI is a Portland-based sole-proprietorship founded in 1993 that collects, inspects, bales and markets polyurethane foam and rebond carpet pad from the Metro area. It has been selected to receive a \$37,500 grant for equipment and plant upgrades to enable it to densify and market polyethylene and polystyrene foam plastic recovered from the Metro area. It is committing approximately \$63,000 of its own funds for this project.

NW EEE ZZZ Lay Drain Co. is a sole-proprietorship established in 1993 and based in Troutdale. It is the Northwest regional licensee of EEE ZZZ Lay Drain Co., Inc. established in 1986 and based in Pisgah Forest, North Carolina. NW EEE ZZZ Lay has been selected to receive a \$24,000 grant to lease a proprietary production machine for manufacturing a patented drainage system made using recovered expanded polystyrene (EPS) plastic. This low-tech production system has been used successfully since 1988 at an affiliated plant in North Carolina. NW EEE ZZZ Lay's processing plant will be located adjacent to Western Insulfoam, an established manufacturer of EPS products located in The Dalles, OR. NW EEE ZZZ Lay is committing approximately \$31,000 of its own funds for this project.

RB is an Oregon corporation established in 1984 and based in McMinnville. It is a molded rubber product manufacturer, wholesaler and retailer. It has been selected to receive a \$13,500 grant to buy an off-the-shelf machine for metering colored material into black rubber feedstock made from scrap tires. This feedstock will be used to make value-added, colored, resilient flooring. RB is committing \$86,500 of its own funds for this project.

All three of these companies submitted sound business plans, will be using proven technologies in innovative recycling applications, and will make strategic contributions to the region's recycling system. It is projected that, upon completion of these grant projects, these companies will add a minimum of 6,000 tons per year of processing capacity to the region's private recycling system. These projects also are expected to create a minimum of 10 new jobs. Staff projects that the amount of foam plastics disposed in the Metro area will be reduced by at least 30% as a result of these grant projects. RB Rubber's project will significantly increase the

percentage of scrap tires that flow to high-value-added end markets instead of being burned for energy. It may also help reduce tipping fees for tires and thereby reduce the propensity for illegal dumping of scrap tires. Because RB's grant project is only part of the company's larger growth and diversification plan, it is impossible to attribute a specific, quantitative, solid waste impact solely to the grant project.

JUSTIFICATION FOR THE USE OF PUBLIC CONTRACTS

All three of the proposals selected for funding include equipment procurement. These types of projects require a public contract rather than a personal services agreement. Since these projects were selected using a "Request for Proposal" process rather than a competitive bidding process, an exemption from competitive bidding is required.

BUDGET IMPACT

The FY 95-96 REM Department budget has appropriated \$75,000 for these contracts. \$31,000 will be spent on these grant contracts in FY 95-96 and \$44,000 will be carried over and spent in FY 96-97. Metro's grant funds will be leveraged with \$180,500 in direct financial investments from the grantees.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2319.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING AN	)	RESOLUTION NO. 96-2319
EXEMPTION FROM COMPETITIVE BIDDING AND)	
AWARDING MULTI-YEAR PUBLIC CONTRACTS,)	
SOLICITED THROUGH A REQUEST-FOR-PROPOSAL	)	INTRODUCED BY MIKE BURTON
PROCESS, FOR RECYCLING BUSINESS	)	EXECUTIVE OFFICER
DEVELOPMENT GRANTS.)	

WHEREAS, The long-term success of Metro's recycling efforts depends on vital markets for secondary materials; and

WHEREAS, Metro has budgeted \$75,000 in FY 1995-'96 for the Recycling Business Development Grant Program to promote market development for recyclables; and

WHEREAS, A technical evaluation committee including experts in the areas of business management, marketing, finance, production management, recycling, and public policy, evaluated five grant applications using the criteria established in the Solicitation for Applications (RFP #95R-36-REM); and

WHEREAS, The evaluation committee selected Re-Use-It, Inc., NW EEE ZZZ Lay Drain Co., and RB Rubber as the best applicants; and

WHEREAS, Metro must monitor distribution of grant monies and performance of grant recipients over an adequate amount of time to ensure prudent use of grant funds; and

WHEREAS, The grant proposals selected for funding are for equipment and/or plant upgrades that require a public contract, and the Metro Code requires such contracts be subject to competitive bidding unless an exemption is obtained from the Metro Contract Review Board; and

WHEREAS, Metro Code Section 2.04.041(c) authorizes, where appropriate, the use of alternative contracting and purchasing practices that take account of market realities and modern innovative contracting and purchasing methods which are consistent with the public policy of encouraging competition; and

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

1. That the Metro Contract Review Board hereby exempts the recycling business development grant contracts from the competitive bidding requirements.
2. That the Metro Council authorizes the Executive Officer to enter into multi-year public contracts with Re-Use-It, Inc., NW EEE ZZZ Lay Drain Co., and RB Rubber under the terms and conditions specified in Exhibits A1, A2, and A3 attached to this resolution.

ADOPTED by the Metro Council this ____ day of _____, 1996.

Jon Kvistad, Presiding Officer

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PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Northwest EEE ZZZ Lay Drain., whose address is 931 NE Harlow Place, Troutdale, OR 97060, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

**ARTICLE I
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II
TERM OF CONTRACT**

The term of this Contract shall be for the period commencing March 1, 1996, through and including June 30, 1997.

**ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

**ARTICLE IV
LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

**ARTICLE IX
QUALITY OF GOODS AND SERVICES**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

**ARTICLE X
OWNERSHIP OF DOCUMENTS**

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

**ARTICLE XI
SUBCONTRACTORS**

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

**ARTICLE XII
RIGHT TO WITHHOLD PAYMENTS**

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

**ARTICLE XIII
SAFETY**

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

NORTHWEST EEE ZZZ LAY DRAIN CO.

METRO

Signature

Signature

Print name and title

Print name and title

Date

Date

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Attachment A

SCOPE OF WORK

1. Background

A. Grant Program

Increased waste recovery and recycling depend upon retaining and expanding processing and manufacturing capacity for recovered materials. Expanding capacity through development of new businesses and products requires capital. Obtaining capital is difficult for early-stage companies. It is particularly difficult for start-up companies in the recycling industry. Banks are unfamiliar with this industry and recycling businesses depend upon not only variable demand for their products, but also variable availability and quality of their input materials. Metro can foster new recycling markets through modest yet critical financing for early stage recycling companies that are likely to become economically self-sustaining. Metro is the only source of grant funding for this purpose in the Pacific Northwest.

Metro's Recycling Business Development Grant Program is intended to nurture the development of the local recycling industry. Specifically, it is intended to provide the essential financial stimulus for the development of innovative, state-of-the art, entrepreneurial businesses that will process locally recovered waste materials into manufacturing feedstock, or use local recycled feedstock to make marketable products.

Grant funds may be used for equipment, plant upgrade, input material testing, product performance testing, and/or market investigation studies. Grant funds cannot be used for salaries, working capital, process control engineering, permit application fees, facility acquisition, or facility lease/mortgage payments. Applicants must pay at least 50 percent of the direct monetary cost to implement their projects.

At least 50 percent of the input material that grantees use for three years after initiation of their projects must be recovered waste material from the Metro area. Although operations meeting this requirement and receiving grants do not have to be located in the Metro tri-county area, preference is given to those that are.

Certain types of projects are specifically encouraged under this program. These include those which:

- Increase demand for materials which are not widely recycled
- Increase the market value of materials which are not economically attractive to recycle
- Enlist partnerships that maximize the return on Metro's investment

Applications were evaluated by a committee of outside experts in the areas of business finance, business management and marketing, economic development, engineering,

and solid waste and recycling. Metro Council Analyst John Houser also served on the Evaluation Committee.

The committee used a two-stage selection process. In the first stage, applications were scored using a rating matrix containing the following criteria:

- Financial Viability:
- Management and Marketing Strength:
- Economic Development Benefit:
- Technical Feasibility:
- Solid Waste Impact:

In the second stage, the committee conducted a series of interviews with the applicants who scored the highest in the first stage. The committee ultimately selected those applications that demonstrated, in their judgment, the best combination of innovation, strategic contribution to the Metro region's recycling system, probability of success and financial need.

B. Project Summary and Applicant Profile

Project Summary

Northwest EEE ZZZ Lay Drain Co. (EZ Lay) has been selected to receive a \$24,000 Metro Recycling Business Development Grant to lease a proprietary production machine for manufacturing a patented drainage system made using recovered expanded polystyrene (EPS) plastic. This low-tech production system has been used successfully since 1988 at an affiliated plant in North Carolina. Conventional funding for this production machine is not available.

Applicant Profile

EZ Lay is a woman-owned, sole proprietorship established in January 1993. It is currently based in Troutdale, Oregon. It is the Northwest regional licensee of EEE ZZZ Lay Drain Co., established in 1986 and based in Pisgah Forest, North Carolina. EZ Lay's processing plant will be located adjacent to Western Insulfoam, an established manufacturer of EPS products located in The Dalles, Oregon.

2. Description of the Work.

A. Procure, Install, and Operate Equipment

Contractor will procure, install, and operate one recycled aggregate drainage system production machine patented and licensed by EEE ZZZ Lay Drain Company of Pisgah Forest, North Carolina.

B. Manufacture and Market Recycled Aggregate Subsurface Drainage Systems

Per its Metro Recycling Business Development Grant Application, dated October 31, 1995, and using the production machine procured under this grant contract, Contractor

will manufacture and market the patented line of EEE ZZZ Lay Drain systems made with recycled EPS.

C. Schedule

Contractor shall complete all work in this contract by June 30, 1997.

D. Project Monitoring and Reporting

Metro staff will visit the Contractor's site periodically to monitor implementation of the Contractor's grant project. With the exception of proprietary processing and financial information, all observations and information obtained during these visits will become part of the public record.

The Contractor will prepare three progress reports for Metro. The first must be received at Metro's offices within 45 business days after installation of the equipment procured under this contract. The second must be received at Metro's offices by December 30, 1996. The third must be received by June 30, 1997. These reports shall contain the following information:

1. Total tons (or best estimate) of recycled EPS *received* each month from generators in the Metro area, from July 1, 1995, through the month preceding the report.
2. Total tons (or best estimate) of recycled EPS *received* each month from all sources, from July 1, 1995, through the month preceding the report.
3. Total tons of recycled EPS *processed* each month, from July 1, 1995, through the month preceding the report.
4. Total tons of product sold and gross revenues for each product, by month, from July 1, 1995, through the month preceding the report.
5. Total employees and total salaries and wages, by month, from July 1, 1995, through the month preceding the report.
6. Brief narrative description/journal of barriers encountered during implementation of grant project, strategies to overcome barriers, and results of implementing strategies.

E. Conditions

1. A minimum of 50 percent of the post-consumer recycled material used in the Contractor's product will be from the Metro area.
2. Metro will prepare, and Contractor shall execute, any security agreement and UCC forms necessary to convey to Metro a security interest in equipment acquired with grant funds, and to thereafter perfect such security interest. Contractor shall not sell, assign, convey, or otherwise transfer the equipment or grant any other security interest in the equipment without Metro's express written permission for the duration of this contract.

3. The Project Manager reserves the right to approve minor revisions to this Scope of Work that are: 1) consistent with the intent of this grant contract; 2) require Metro action in less than 20 days to avoid expense to the Contractor that is not anticipated in this contract but results directly from attempting to execute it; and 3) that do not alter the dollar value of this contract. Any proposed revisions shall originate with the Contractor and must be submitted in writing to the Project Manager. The Project Manager shall respond to such proposals in five business days or less.
4. Disbursement of funds for this contract is contingent on Contractor obtaining a minimum of \$24,000 of working capital from a third party of record (e.g., the Oregon Economic Development Department) approved by the Project Manager. Contractor can use this contract to help obtain the required third-party match. The purpose of this condition is to ensure that the Contractor has adequate working capital to expand its business as planned and ultimately to become economically self-sustaining, consistent with the purpose of Metro's Recycling Business Development Grant Program.
5. The length of this contract extends beyond the current fiscal year. Therefore, it is subject to future appropriations by the Metro Council to fund its provisions and may be canceled by Metro upon a 30 calendar day written notice to the Contractor of any such failure.

E. Additional Documents

Metro's Solicitation for Applications for Recycling Business Development Grant (RFP #95R-36-REM), and Contractor's Grant Application, including business plan, are incorporated into this contract by this reference. In the event of any conflict, this contract, and then the Solicitation, shall prevail.

3. Payment and Billing.

Contractor shall perform the above work for a maximum price not to exceed TWENTY-FOUR-THOUSAND DOLLARS (\$24,000).

The maximum price includes all fees, costs and expenses of whatever nature. Metro will pay Contractor in two installments. The first installment will be \$12,000 payable after July 1, 1996, and upon Contractor meeting condition 4 in Section 2. E. of this Scope of Work. The second payment will be \$12,000. Disbursement of this payment shall be contingent on: a) disbursement of the first payment; b) installation and 30 business days of experience operating the production machine procured under this contract; c) submission of the first report required under 2.D. of this Scope of Work.

Contractor will provide Metro with itemized invoices for all equipment procured under this grant.

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PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and RB Rubber, whose address is 904 East 10th Ave., McMinnville, OR 97129, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

**ARTICLE I
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II
TERM OF CONTRACT**

The term of this Contract shall be for the period commencing March 1, 1996, through and including June 30, 1997.

**ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

**ARTICLE IV
LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

**ARTICLE V
TERMINATION**

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

**ARTICLE VI
INSURANCE**

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance. Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

**ARTICLE VII
PUBLIC CONTRACTS**

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

**ARTICLE VIII
ATTORNEY'S FEES**

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

**ARTICLE IX
QUALITY OF GOODS AND SERVICES**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

**ARTICLE X
OWNERSHIP OF DOCUMENTS**

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

**ARTICLE XI
SUBCONTRACTORS**

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

**ARTICLE XII
RIGHT TO WITHHOLD PAYMENTS**

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

**ARTICLE XIII
SAFETY**

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

UNITED RECYCLING

METRO

Signature

Signature

Print name and title

Print name and title

Date

Date

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Attachment A

SCOPE OF WORK

1. Background

A. Grant Program

Increased waste recovery and recycling depend upon retaining and expanding processing and manufacturing capacity for recovered materials. Expanding capacity through development of new businesses and products requires capital. Obtaining capital is difficult for early-stage companies. It is particularly difficult for start-up companies in the recycling industry. Banks are unfamiliar with this industry and recycling businesses depend upon not only variable demand for their products, but also variable availability and quality of their input materials. Metro can foster new recycling markets through modest yet critical financing for early stage recycling companies that are likely to become economically self-sustaining. Metro is the only source of grant funding for this purpose in the Pacific Northwest.

Metro's Recycling Business Development Grant Program is intended to nurture the development of the local recycling industry. Specifically, it is intended to provide the essential financial stimulus for the development of innovative, state-of-the art, entrepreneurial businesses that will process locally recovered waste materials into manufacturing feedstock, or use local recycled feedstock to make marketable products.

Grant funds may be used for equipment, plant upgrade, input material testing, product performance testing, and/or market investigation studies. Grant funds cannot be used for salaries, working capital, process control engineering, permit application fees, facility acquisition, or facility lease/mortgage payments. Applicants must pay at least 50 percent of the direct monetary cost to implement their projects.

At least 50 percent of the input material that grantees use for three years after initiation of their projects must be recovered waste material from the Metro area. Although operations meeting this requirement and receiving grants do not have to be located in the Metro tri-county area, preference is given to those that are.

Certain types of projects are specifically encouraged under this program. These include those which:

- Increase demand for materials which are not widely recycled
- Increase the market value of materials which are not economically attractive to recycle
- Enlist partnerships that maximize the return on Metro's investment

Applications were evaluated by a committee of outside experts in the areas of business finance, business management and marketing, economic development, engineering, and

solid waste and recycling. Metro Council Analyst John Houser also served on the Evaluation Committee.

The committee used a two-stage selection process. In the first stage, applications were scored using a rating matrix containing the following criteria:

- Financial Viability:
- Management and Marketing Strength:
- Economic Development Benefit:
- Technical Feasibility:
- Solid Waste Impact:

In the second stage, the committee conducted a series of interviews with the applicants who scored the highest in the first stage. The committee ultimately selected those applications that demonstrated, in their judgment, the best combination of innovation, strategic contribution to the Metro region's recycling system, probability of success and financial need.

B. Project Summary and Applicant Profile

2. Description of the Work.

A. Purchase, Install, Operate and Test Equipment

Contractor will install, operate and test a Kunststoffe Plast Europe Bulk Goods Precision Spreader, or functionally equivalent alternative approved by the Project Manager. Functionally, this device spreads colored particles into a black crumb rubber based containing recycled tires. The resulting product is colored mats and resilient flooring for use in a variety of applications such as gymnasiums and aquatic centers. A key objective of this development is to increase the markets available for recycled rubber products.

B. Schedule

Contractor shall execute the work described in section 2.A. of this Scope of Work between July 1, 1996, and June 30, 1997.

C. Project Monitoring and Reporting

Metro staff will visit the Contractor's site periodically to monitor implementation of the Contractor's grant project. With the exception of proprietary processing and financial information, all observations and information obtained during these visits will become part of the public record.

The Contractor will prepare three progress reports for Metro. The first must be received at Metro's offices 30 days after installation of the equipment purchased under this contract. The second must be received at Metro's offices by December 30, 1996. The third must be received by June 30, 1997. These reports shall contain the following information:

1. Total tons (or best estimate) of recycled tire rubber *received* each month from generators in the Metro area, from July 1, 1995, through the month preceding the report.
2. Total tons (or best estimate) of recycled tire rubber *received* each month from all sources, from July 1, 1995, through the month preceding the report.
3. Total tons of recycled tire rubber *processed* (i.e., used to make a product) each month, from July 1, 1995, through the month preceding the report.
4. Total tons of product sold and gross revenues for each product, by month, from July 1, 1995, through the month preceding the report.
5. Total employees and total salaries and wages, by month, from July 1, 1995, through the month preceding the report.
6. Brief narrative description/journal of barriers encountered during implementation of grant project, strategies to overcome barriers, and results of implementing strategies.

D. Conditions

1. A minimum of 50 percent of the post-consumer recycled material used in the Contractor's product will be from the Metro area.
2. Metro will prepare, and Contractor shall execute, any security agreement and UCC forms necessary to convey to Metro a security interest in equipment acquired with grant funds, and to thereafter perfect such security interest. Contractor shall not sell, assign, convey, or otherwise transfer the equipment or grant any other security interest in the equipment without Metro's express written permission for the duration of this contract.
3. The Project Manager reserves the right to approve minor revisions to this Scope of Work that are: 1) consistent with the intent of this grant contract; 2) require Metro action in less than 20 days to avoid expense to the Contractor that is not anticipated in this contract but results directly from attempting to execute it; and 3) that do not alter the dollar value of this contract. Any proposed revisions shall originate with the Contractor and must be submitted in writing to the Project Manager. The Project Manager shall respond to such proposals in five business days or less.
4. The length of this contract extends beyond the current fiscal year. Therefore, it is subject to future appropriations by the Metro Council to fund its provisions and may be canceled by Metro upon a 30 calendar day written notice to the Contractor of any such failure.

E. Additional Documents

Metro's Solicitation for Applications for Recycling Business Development Grant (RFP #95R-36-REM), and Contractor's Grant Application, including business plan, are incorporated into this contract by this reference. In the event of any conflict, this contract, and then the Solicitation, shall prevail.

3. Payment and Billing.

Contractor shall perform the above work for a maximum price not to exceed THIRTEEN-THOUSAND, FIVE HUNDRED DOLLARS (\$13,500).

The maximum price includes all fees, costs and expenses of whatever nature. Metro will pay Contractor in two installments. The first installment will be \$5,000 payable within 30 days of contract execution and prior to June 30, 1996. The second payment shall be \$7,500, payable between July 1, 1996, and June 30, 1997, and contingent on: a) installation and 30 business days of experience operating the production machine procured under this contract; and b) submission of the first report required under section 2.C. of this Scope of Work.

Contractor will provide Metro with itemized invoices for all equipment purchased under this grant.

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PUBLIC CONTRACT

THIS Contract is entered into between Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, whose address is 600 NE Grand Avenue, Portland, Oregon 97232, and Re-Use-It, Inc., whose address is 2501 SE Gladstone St., Portland, OR 97202, hereinafter referred to as the "CONTRACTOR."

In exchange for the promises and other consideration set forth below, the parties agree as follows:

**ARTICLE I
SCOPE OF WORK**

CONTRACTOR shall perform the work and/or deliver to METRO the goods described in Attachment A, the Scope of Work, which is incorporated herein by this reference. All services and goods shall be of good quality and, otherwise, in accordance with the Scope of Work.

**ARTICLE II
TERM OF CONTRACT**

The term of this Contract shall be for the period commencing March 1, 1996, through and including June 30, 1997.

**ARTICLE III
CONTRACT SUM AND TERMS OF PAYMENT**

METRO shall compensate the CONTRACTOR for work performed and/or goods supplied as described in the Scope of Work. METRO shall not be responsible for payment of any materials, expenses or costs other than those which are specifically included in the Scope of Work.

**ARTICLE IV
LIABILITY AND INDEMNITY**

CONTRACTOR is an independent contractor and assumes full responsibility for the content of its work and performance of CONTRACTOR's labor, and assumes full responsibility for all liability for bodily injury or physical damage to person or property arising out of or related to this Contract, and shall indemnify, defend and hold harmless METRO, its agents and employees, from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Contract. CONTRACTOR is solely responsible for paying CONTRACTOR's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor(s) and METRO.

ARTICLE V TERMINATION

METRO may terminate this Contract upon giving CONTRACTOR seven (7) days written notice. In the event of termination, CONTRACTOR shall be entitled to payment for work performed to the date of termination. METRO shall not be liable for indirect or consequential damages. Termination by METRO will not waive any claim or remedies it may have against CONTRACTOR.

ARTICLE VI INSURANCE

CONTRACTOR shall purchase and maintain at CONTRACTOR's expense, the following types of insurance covering the CONTRACTOR, its employees and agents.

A. Broad form comprehensive general liability insurance covering personal injury, property damage, and bodily injury with automatic coverage for premises and operation and product liability. The policy must be endorsed with contractual liability coverage.

B. Automobile bodily injury and property damage liability insurance.

Insurance coverage shall be a minimum of \$500,000 per occurrence. If coverage is written with an aggregate limit, the aggregate limit shall not be less than \$1,000,000. METRO, its elected officials, departments, employees, and agents shall be named as an ADDITIONAL INSURED. Notice of any material change or policy cancellation shall be provided to METRO thirty (30) days prior to the change.

This insurance as well as all workers' compensation coverage for compliance with ORS 656.017 must cover CONTRACTOR's operations under this Contract, whether such operations be by CONTRACTOR or by any subcontractor or anyone directly or indirectly employed by either of them.

CONTRACTOR shall provide METRO with a certificate of insurance complying with this article and naming METRO as an insured within fifteen (15) days of execution of this Contract or twenty-four (24) hours before services under this Contract commence, whichever date is earlier.

ARTICLE VII PUBLIC CONTRACTS

All applicable provisions of ORS chapters 187 and 279, and all other terms and conditions necessary to be inserted into public contracts in the State of Oregon, are hereby incorporated as if such provision were a part of this Agreement, including, but not limited to, ORS 279.310 to 279.320. Specifically, it is a condition of this contract that Contractor and all employers working under this Agreement are subject employers that will comply with ORS 656.017 as required by 1989 Oregon Laws, Chapter 684.

ARTICLE VIII ATTORNEY'S FEES

In the event of any litigation concerning this Contract, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal to any appellate courts.

**ARTICLE IX
QUALITY OF GOODS AND SERVICES**

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the highest quality. All workers and subcontractors shall be skilled in their trades.

CONTRACTOR guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final payment by METRO, whichever is later. All guarantees and warranties of goods furnished to CONTRACTOR or subcontractors by any manufacturer or supplier shall be deemed to run to the benefit of METRO.

**ARTICLE X
OWNERSHIP OF DOCUMENTS**

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by CONTRACTOR pursuant to this agreement are the property of METRO and it is agreed by the parties hereto that such documents are works made for hire. CONTRACTOR does hereby convey, transfer and grant to METRO all rights of reproduction and the copyright to all such documents.

**ARTICLE XI
SUBCONTRACTORS**

CONTRACTOR shall contact METRO prior to negotiating any subcontracts and CONTRACTOR shall obtain approval from METRO before entering into any subcontracts for the performance of any of the services and/or supply of any of the goods covered by this Contract.

METRO reserves the right to reasonably reject any subcontractor or supplier and no increase in the CONTRACTOR's compensation shall result thereby. All subcontracts related to this Contract shall include the terms and conditions of this agreement. CONTRACTOR shall be fully responsible for all of its subcontractors as provided in Article IV.

**ARTICLE XII
RIGHT TO WITHHOLD PAYMENTS**

METRO shall have the right to withhold from payments due CONTRACTOR such sums as necessary, in METRO's sole opinion, to protect METRO against any loss, damage or claim which may result from CONTRACTOR's performance or failure to perform under this agreement or the failure of CONTRACTOR to make proper payment to any suppliers or subcontractors.

If a liquidated damages provision is contained in the Scope of Work and if CONTRACTOR has, in METRO's opinion, violated that provision, METRO shall have the right to withhold from payments due CONTRACTOR such sums as shall satisfy that provision. All sums withheld by METRO under this Article shall become the property of METRO and CONTRACTOR shall have no right to such sums to the extent that CONTRACTOR has breached this Contract.

**ARTICLE XIII
SAFETY**

If services of any nature are to be performed pursuant to this agreement, CONTRACTOR shall take all necessary precautions for the safety of employees and others in the vicinity of the services being performed and shall comply with all applicable provisions of federal, state and local safety laws and building codes, including the acquisition of any required permits.

**ARTICLE XIV
INTEGRATION OF CONTRACT DOCUMENTS**

All of the provisions of any bidding documents including, but not limited to, the Advertisement for Bids, Request for Bids or Proposals, General and Special Instructions to Bidders, Proposal, Bid, Scope of Work, and Specifications which were utilized in conjunction with the bidding of this Contract are hereby expressly incorporated by reference. Otherwise, this Contract represents the entire and integrated agreement between METRO and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both METRO and CONTRACTOR. The law of the state of Oregon shall govern the construction and interpretation of this Contract.

**ARTICLE XV
ASSIGNMENT**

CONTRACTOR shall not assign any rights or obligations under or arising from this Contract without prior written consent from METRO.

RE-USE-IT INC.

METRO

Signature

Signature

Print name and title

Print name and title

Date

Date

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Attachment A

SCOPE OF WORK

1. Background

A. Grant Program

Increased waste recovery and recycling depend upon retaining and expanding processing and manufacturing capacity for recovered materials. Expanding capacity through development of new businesses and products requires capital. Obtaining capital is difficult for early-stage companies. It is particularly difficult for start-up companies in the recycling industry. Banks are unfamiliar with this industry and recycling businesses depend upon not only variable demand for their products, but also variable availability and quality of their input materials. Metro can foster new recycling markets through modest yet critical financing for early stage recycling companies that are likely to become economically self-sustaining. Metro is the only source of grant funding for this purpose in the Pacific Northwest.

Metro's Recycling Business Development Grant Program is intended to nurture the development of the local recycling industry. Specifically, it is intended to provide the essential financial stimulus for the development of innovative, state-of-the art, entrepreneurial businesses that will process locally recovered waste materials into manufacturing feedstock, or use local recycled feedstock to make marketable products.

Grant funds may be used for equipment, plant upgrade, input material testing, product performance testing, and/or market investigation studies. Grant funds cannot be used for salaries, working capital, process control engineering, permit application fees, facility acquisition, or facility lease/mortgage payments. Applicants must pay at least 50 percent of the direct monetary cost to implement their projects.

At least 50 percent of the input material that grantees use for three years after initiation of their projects must be recovered waste material from the Metro area. Although operations meeting this requirement and receiving grants do not have to be located in the Metro tri-county area, preference is given to those that are.

Certain types of projects are specifically encouraged under this program. These include those which:

- Increase demand for materials which are not widely recycled
- Increase the market value of materials which are not economically attractive to recycle
- Enlist partnerships that maximize the return on Metro's investment

Applications were evaluated by a committee of outside experts in the areas of business finance, business management and marketing, economic development, engineering, and

solid waste and recycling. Metro Council Analyst John Houser also served on the Evaluation Committee.

The committee used a two-stage selection process. In the first stage, applications were scored using a rating matrix containing the following criteria:

- Financial Viability:
- Management and Marketing Strength:
- Economic Development Benefit:
- Technical Feasibility:
- Solid Waste Impact:

In the second stage, the committee conducted a series of interviews with the applicants who scored the highest in the first stage. The committee ultimately selected those applications that demonstrated, in their judgment, the best combination of innovation, strategic contribution to the Metro region's recycling system, probability of success and financial need.

B. Project Summary and Applicant Profile

Project Summary

Re-Use-It, Inc. (RUI) has been selected to receive a \$37,500 grant for equipment and plant upgrades to enable it to densify and market polyethylene and polystyrene foam recovered from the Metro area. RUI is committing \$45,000 of its own funds for this project.

Applicant Profile

RUI is a Portland-based sole-proprietorship founded in 1993. The company currently collects, inspects, bales and markets polyurethane foam and rebond carpet pad from the Metro area.

2. Description of Work, Schedule, and Reporting Requirements

A. Procure, Install, Operate and Test Equipment

Contractor shall procure, install, test and operate the equipment specified below (or functionally equivalent alternative proposed by the Contractor and approved by the Project Manager). Contractor also shall implement plant upgrades specified below. All determinations as to whether equipment other than that specified below constitutes a "functionally equivalent alternative" shall be made by Metro, whose determination shall be final.

1. Air Handling System, including:

Quickdraft Air Eductors

Bags and Rack (Advanced Specialties with Kee Klamps)

Installation

2. SSI 600 Granulator
3. Upgrade building power system for operation of granulator, air handling system and associated densifier.

B. Schedule

Tasks #1 and #3 in section 2.A. of this Scope of Work shall be completed by July 30, 1996.

Task #2 in section 2.A. of this Scope of Work shall be completed by June 30, 1997.

C. Project Monitoring and Reporting

Metro staff will visit the Contractor's site periodically to monitor implementation of the Contractor's grant project. With the exception of proprietary processing and financial information, all observations and information obtained during these visits will become part of the public record.

The Contractor will prepare three progress reports for Metro. The first must be received at Metro's offices 60 days after installation of the equipment purchased under this contract. The second must be received at Metro's offices by December 30, 1996. The third must be received by June 30, 1997. For monitoring and reporting purposes, the "Metro area" means Clackamas, Multnomah, and Washington Counties. These reports shall contain the following information:

1. Total tons (or best estimate) of recycled foam polyethylene and polystyrene plastics *received* each month from generators in the Metro area, from July 1, 1995, through the month preceding the report.
2. Total tons (or best estimate) of recycled foam polyethylene and polystyrene plastics *received* each month from all sources, from July 1, 1995, through the month preceding the report.
3. Total tons of recycled foam polyethylene and polystyrene plastics *processed* each month, from July 1, 1995, through the month preceding the report.
4. Total tons of product sold and gross revenues for each product, by month, from July 1, 1995, through the month preceding the report.
5. Total employees and total salaries and wages, by month, from July 1, 1995, through the month preceding the report.
6. Brief narrative description/journal of barriers encountered during implementation of grant project, strategies to overcome barriers, and results of implementing strategies.

D. Conditions

1. A minimum of 50 percent of the post-consumer recycled material used in the Contractor's product will be from the Metro area.

2. Metro will prepare, and Contractor shall execute, any security agreement and UCC forms necessary to convey to Metro a security interest in equipment acquired with grant funds, and to thereafter perfect such security interest. Contractor shall not sell, assign, convey, or otherwise transfer the equipment or grant any other security interest in the equipment without Metro's express written permission for the duration of this contract.
3. The Project Manager reserves the right to approve minor revisions to this Scope of Work that are: 1) consistent with the intent of this grant contract; 2) require Metro action in less than 20 days to avoid expense to the Contractor that is not anticipated in this contract but results directly from attempting to execute it; and 3) that do not alter the dollar value of this contract. Any proposed revisions shall originate with the Contractor and must be submitted in writing to the Project Manager. The Project Manager shall respond to such proposals in five business days or less.
4. The length of this contract extends beyond the current fiscal year. Therefore, it is subject to future appropriations by the Metro Council to fund its provisions and may be canceled by Metro upon a 30 calendar day written notice to the Contractor of any such failure.

E. Additional Documents

Metro's Solicitation for Applications for Recycling Business Development Grant (RFP #95R-36-REM), and Contractor's Grant Application, including business plan, are incorporated into this contract by this reference. In the event of any conflict, this contract, and then the Solicitation, shall prevail.

3. Payment and Billing.

Contractor shall perform the above work for a maximum price not to exceed THIRTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$37,500).

The maximum price includes all fees, costs and expenses of whatever nature. Metro will pay Contractor in two installments. The first installment will be \$26,000 payable within 30 days of contract execution and prior to June 30, 1996. The second payment will be \$11,500 payable between July 1, 1996, and June 30, 1997. The second payment shall be contingent on receipt of the first progress report, and 30 business days of experience operating the grinder procured under this grant.

Contractor will, contemporaneously with any request(s) for payment and in no event more than 30 days after procurement, provide Metro with itemized invoices for all equipment and services procured under this contract.

PAS:aej
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04/08/96 9:17 AM

Agenda Item 6.3

Resolution No. 96-2322, *For the Purpose of Authorizing an Intergovernmental Agreement with Multnomah County to Provide Landscape Maintenance Services.*

**Metro Council meeting
Thursday, May 16, 1996**

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2322 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

Date: February 11, 1996

Presented by: Terry Petersen

PROPOSED ACTION

Adoption of Resolution No. 96-2322 approving an Intergovernmental Agreement with the Multnomah County Sheriff's Office to provide a supervised inmate work crew to perform landscape maintenance services at Metro South Station.

FACTUAL BACKGROUND AND ANALYSIS

Metro has the responsibility of properly maintaining the grounds at its solid waste facilities. Until March 31, 1995, the Metro South Transfer Station grounds were maintained by private landscape companies. Since that time, the Station grounds have been maintained by a supervised inmate work crew from the Multnomah County Sheriff's Office (MCSO). The quality of their work has been excellent. The Intergovernmental Agreement With MCSO expires June 30, 1996.

Experience has shown that it is more cost effective to have a supervised inmate work crew from the MCSO perform the landscape maintenance services at Metro South Station than having a private contractor perform the work. MCSO provides a four-person work crew for \$191 per day. The last private contractor charged \$249 per day for a two-person work crew.

The proposed Intergovernmental Agreement (IGA) with the MCSO provides grass cutting, edging grass, mulching, weed control, trimming trees and shrubs, fertilizing grass and flowers, and debris removal. It also provides for general labor, such as light carpentry and painting.

Under the agreement, MCSO would provide a work crew for up to 150 days to perform the necessary services. The crew would be supervised by one or more correction officers trained and experienced in managing inmate work crews. The cost would be \$191 per day for crew and supervisor(s). The term of the IGA is July 1, 1996 through June 30, 1997.

BUDGET IMPACT

The total amount of the proposed IGA is \$28,650. The proposed budget for FY 1996-97 provides a sufficient amount to cover the costs of the IGA.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends adoption of Resolution No. 96-2322.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING AN) RESOLUTION NO. 96-2322
INTERGOVERNMENTAL AGREEMENT WITH)
MULTNOMAH COUNTY TO PROVIDE) Mike Burton, Executive Officer
LANDSCAPE MAINTENANCE SERVICES)

WHEREAS, Metro has the responsibility of properly maintaining the grounds of its solid waste facilities; and

WHEREAS, The existing Intergovernmental Agreement with the Multnomah County Sheriff's Office (MCSO) for maintaining the Metro South Station grounds expires on June 30, 1996; and

WHEREAS, It is more cost effective to have a supervised inmate work crew perform the necessary landscape maintenance services than having a private contractor perform this work; and

WHEREAS, The MCSO has correction officers trained and experienced in managing inmate work crews; and

WHEREAS, The MCSO is able and prepared to provide the landscape maintenance services required by Metro; and

WHEREAS, The Executive Officer has reviewed the Intergovernmental Agreement with the Multnomah County Sheriff's Office to provide landscape maintenance services and hereby forwards the Agreement to the Council for approval; now, therefore

BE IT RESOLVED, That the Metro Council, pursuant to Metro Code Section 2.04.022(a)(1), authorizes the Executive Officer to enter into an Intergovernmental Agreement with the Multnomah County Sheriff's Office (Exhibit A) to provide landscape maintenance services.

ADOPTED by the Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

TRANSMITTAL SUMMARY

600 NORTHEAST GRAND AVENUE | PORTLAND, OREGON 97232 2736
TEL 503 797 1700 | FAX 503 757 1799



METRO

To: Risk and Contracts Management

From:	Date <u>April 11, 1996</u>	Vendor <u>Multnomah County Sheriffs Office</u>
Department <u>REM</u>	Subject	<u>12240 NE Glisan Street</u>
Division <u>ES</u>	<input type="checkbox"/> Bid	<input checked="" type="checkbox"/> Contract
Name <u>Ray Barker</u>	<input type="checkbox"/> RFP	<input type="checkbox"/> Other
Title <u>Management Assistant</u>	Purpose	Vendor no. <u>10501</u>
Extension <u>1694</u>	<u>Landscape Maintenance</u>	Contract no. <u>904970</u>

Expense

Procurement
 Personal/professional services
 Services (L/M)
 Construction
 IGA

Revenue	Budget code(s)	Price basis	Contract term
<input type="checkbox"/> Contract	<u>531-310241 -524190-7500</u>	<input checked="" type="checkbox"/> Unit prices, NTE	<input type="checkbox"/> Completion*
<input type="checkbox"/> Grant	<u>531-310251 -524190-7500</u>	<input type="checkbox"/> Per task	<input checked="" type="checkbox"/> Annual
<input type="checkbox"/> Other		<input type="checkbox"/> Total/lump sum	<input type="checkbox"/> Multi-year**
This project is listed in the 199 <u>6</u> -199 <u>7</u> budget.		Payment required	<u>July 1, 1996</u> Beginning date*
<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> Type A <input type="checkbox"/> No <input type="checkbox"/> Type B		<input type="checkbox"/> Lump sum	<u>June 30, 1997</u> Ending date
		<input checked="" type="checkbox"/> Progress payments	

Total commitment	Original amount	\$ <u>28,650.00</u>
	Previous amendments	\$ _____
	This transaction	\$ _____
	Total	\$ <u>28,650.00</u>
	A. Amount of contract to be spent fiscal year <u>1996</u> - <u>1997</u>	\$ <u>28,650.00</u>
	B. Amount budgeted for contract <u>Misc. Prof. Services</u>	\$ <u>1,312,178.00</u>
	C. Uncommitted/discretionary funds remaining as of <u>7/1/96</u>	\$ <u>1,312,178.00</u>

Approvals

Project manager	Division manager	Department director
Fiscal	Budget manager	Risk

Legal

Competitive quotes, bids or proposals

Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor
Submitted by	\$Amount	M/W/DBE	Foreign or Oregon contractor

Comments

Attachments Ad for bid Plans and specifications Bidders list (M/W/DBEs included)

Instructions

- Secure contract number from Risk and Contracts Management. Place number on the transmittal summary and all contract copies.
- Complete transmittal summary form to the extent of project completion.
- If contract is:
 - Sole source, attach memo detailing justification pursuant to ORS 279.
 - Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - More than \$2,500 but less than \$25,000, attach quotes, informal solicitations, evaluation forms, etc.
 - More than \$25,000 attach RFP/RFB complete with summary, all required documents and all evaluation, utilization forms.
- List and identify all subcontractors below.
- Provide completed RFB/RFP packet to Risk and Contracts Management.

Subcontractor/supplier	M/W/DBE certified	Ethnicity
Address	Type of work	
City/state/ZIP		
Phone	Dollar amount	
Subcontractor/supplier	M/W/DBE certified	Ethnicity
Address	Type of work	
City/state/ZIP		
Phone	Dollar amount	

Attach additional list(s) as necessary.

Total utilization: \$ _____
 Total contract: \$ _____
 Percent utilization: _____

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq., and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and the Metropolitan Service District ("Metro"). MCSO, COUNTY and Metro will be referred to collectively as the "parties."

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the county, pursuant to the provisions of ORS 206.345; and

WHEREAS, Metro is a municipal corporation formed and operating under the laws of the State of Oregon and the 1992 Metro Charter, and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, Metro desires to contract with the COUNTY for the performance of certain functions related to Metro's purpose and authority, to be performed by the COUNTY through the Multnomah County Sheriff's Office; and

WHEREAS, the COUNTY through MCSO is able and prepared to provide the services required by Metro under those terms and conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

INMATE WORK CREWS

1. MCSO agrees to provide, at Metro's request, a supervised inmate work crew to perform general labor duties designated by Metro at their transfer stations located in the city limits of Oregon City and Portland. These duties will include but not be limited to grounds maintenance, yard and nursery

- c) In the event the inmate work crew discovers known or suspected hazardous materials at a dump site, the work crew supervisor shall immediately cease the clean-up activity until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

COMPENSATION

8. Metro agrees to pay to MCSO for services rendered under this agreement an amount not to exceed \$28,650, which represents a maximum of 150 days of service at the rate of \$191 per day.
9. MCSO agrees to bill Metro on the last working day of each calendar month. Metro agrees to pay MCSO within thirty (30) days of receipt of MCSO's monthly invoice.

PERSONNEL MATTERS

10. The parties agree that the corrections officers provided hereunder by MCSO (hereinafter, "ASSIGNED PERSONNEL") shall be and remain employees of the COUNTY. All ASSIGNED PERSONNEL shall be supervised by MCSO and shall perform their duties in accordance with the administrative and operational procedures of MCSO.
11. The parties agree that Metro does not assume any liability for the direct payment of any wages, salaries or other compensation to ASSIGNED PERSONNEL performing services pursuant to the terms of this agreement or for any other liability not provided for in this agreement.
12. The COUNTY agrees to maintain workers' compensation insurance coverage for its ASSIGNED PERSONNEL, either as a carrier insured employer or a self-insured employer as provided in ORS chapter 656.
13. The parties agree that matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment regarding ASSIGNED PERSONNEL under this agreement shall be governed by the provisions of existing collective bargaining agreements between the ASSIGNED PERSONNEL's bargaining unit and their public employer.

work, light carpentry, painting, and debris removal, at sites owned, operated or managed by Metro. Grounds maintenance includes, but is not limited to cutting grass, edging grass, mulching, weed control, trimming trees and shrubs, fertilizing grass and flowers, debris removal, and maintenance of irrigation system.

2. MCSO agrees to provide a supervised inmate work crew a minimum of five days per month and a maximum of ten days per month to perform the services provided under this agreement.
3. MCSO agrees that each inmate work crew provided under this agreement will be supervised by one or more corrections officers trained and experienced in managing inmate work crews.
4. MCSO agrees that each inmate work crew provided under this agreement will be comprised of sentenced, local inmates eligible for outside public works and who pose a minimal threat to the public;
5. MCSO agrees that each work crew vehicle will be radio-equipped, self-contained, and furnished with hand and power tools appropriate for each job. The parties further agree that if the work crew does not have in its own inventory the tools or equipment required to perform the job requested by Metro, then MCSO may lease the equipment required and include the costs of such equipment rental in its bill to Metro.
6. Metro agrees to provide all materials, including but not limited to paint, nursery stock, lumber and similar building materials, required for the work performed or services provided under this agreement.

HAZARDOUS MATERIALS EXCEPTION

7. The parties agree that:
 - a) Clean-up of dump sites containing known or suspected hazardous materials is beyond the scope, skill, training and experience of an inmate work crew;
 - b) No inmate work crew provided under this agreement shall be required to clean-up any dump site where known or suspected hazardous materials are present; and

14. The parties agree that all labor disputes arising out of this agreement shall be governed by the provisions of applicable collective bargaining agreements in effect during this agreement, and the personnel rules of the COUNTY.

INDEMNIFICATION AND LIABILITY

15. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless Metro, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this agreement.
16. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, Metro shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of Metro personnel acting pursuant to the terms of this agreement.

DISPUTE RESOLUTION

17. Any dispute arising from this agreement shall be resolved in the manner provided by Section 5 of the intergovernmental agreement (Multnomah County Contract No. 301174), entered into by and between Metro and Multnomah County relating to the transfer of operation and management of County parks to Metro.

CONTRACT ADMINISTRATION

18. MCSO designates Sergeant David Keith, Work Crew Supervisor, to represent MCSO in all matters pertaining to administration of this agreement.
19. Metro designates Penny Erickson, Senior Site Manager, to represent Metro in all matters pertaining to administration of this agreement.
20. Any notice or notices provided for by this agreement or by law to be given or served upon either party shall be given or served by certified letter,

deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle
Multnomah County Sheriff
12240 NE Glisan Street
Portland, OR 97230

Penny Erickson
Senior Site Manager, Metro
600 NE Grand Avenue
Portland, OR 97232-2736

CONTRACT MODIFICATION AND TERMINATION

- 21. This agreement shall be effective from the July 1, 1996 through June 30, 1997.
- 22. The parties agree that in the event the parties to this agreement desire to renew this contract after the expiration thereof, they shall notify the other parties within 90 days prior to its expiration.
- 23. The parties agree that any party to this agreement may terminate said Agreement by giving the other party(s) not less than 90 days written notice.
- 24. The parties agree that this agreement may be modified or amended by mutual agreement of the parties. Any modification to this agreement shall be effective only when incorporated herein by written amendments and signed by both Metro and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

SEVERABILITY

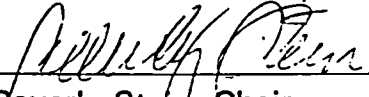
- 25. If any portion of this Agreement is found to be illegal or enforceable, this Agreement nevertheless shall remain in full force and effect and the offending provision shall be stricken.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly appointed officers on the date written below.

MULTNOMAH COUNTY, OREGON

METRO


By: 
Beverly Stein, Chair

By: _____

Date: April 4, 1996

Title: _____


Date: _____

By: 
Dan Noelle, Sheriff

Date: 3/22/96

REVIEWED:

Laurence Kressel, County Counsel for
Multnomah County, Oregon

By: 
Jacqueline Weber

Date: 3/26/96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 4/4/96
DEB BOGSTAD
BOARD CLERK

Agenda Item 6.4

Resolution No. 96-2314, *For the Purpose of Authorizing Change of Order No. 18 to Contract for Operating Metro Central Station.*

**Metro Council meeting
Thursday, May 16, 1996**

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 96-2314 FOR THE PURPOSE OF AUTHORIZING CHANGE ORDER NO. 18 TO THE CONTRACT FOR OPERATING METRO CENTRAL STATION

Date: March 21, 1996

Presented by: Jim Watkins

PROPOSED ACTION

Adoption of Resolution No. 96-2314 would authorize the Executive Officer to execute Change Order No. 18 to the contract between Metro and Trans Industries for the operation of the Metro Central Station.

Factual Background and Analysis

Metro's disposal contract with Oregon Waste Systems requires that Metro deliver to Columbia Ridge Landfill 90 percent "of the total tons of acceptable waste (other than ash) which Metro delivers to any general purpose landfill(s)" during a calendar year. Solid waste that Metro delivers to a limited purpose landfill is not subject to this clause, known as the "90 percent guarantee clause."

Generally, a limited purpose landfill cannot accept putrecible waste, but can accept a wide variety of demolition waste and other "dry" waste. Hillsboro Landfill is considered to be a limited purpose landfill.

Metro estimates that 300,000 tons of dry waste is received annually at Metro's two transfer stations, over half of which is received at Metro Central. As a demonstration, the Contractor at Metro Central diverted waste for one day and stockpiled it for examination by staff. Based on this trial, the operator's experience and staff's analysis, staff believes that up to 50,000 tons of dry waste, suitable for disposal at a limited purpose landfill, could ultimately be diverted from Metro Central each year.

While staff estimates that a similar amount of dry waste is received at Metro South, segregation is more difficult due to the pit design. However, we are investigating dry waste segregation options at Metro South as well.

The primary issues related to diverting dry waste are: 1) how much dry waste is currently available; 2) what is the economic feasibility of diverting dry waste; and 3) how much dry waste will be available in the future given the number of pending and proposed applications for Material Recovery Facility (MRF) franchises? To address the first and second issues, staff is proposing Change Order No. 18, which will authorize a pilot dry waste segregation program at Metro Central. The pilot project will expire on October 1, 1996 or when the current operations contract expires.

Change Order No. 18 would require Metro to pay the station operator \$33.73 per ton for processing, transporting and disposing of dry waste delivered to Metro Central. This amounts to a \$4.40 per ton savings to Metro compared to transporting and disposing of the waste at Columbia Ridge Landfill.

In order to facilitate the segregation of dry waste from mixed municipal waste, Metro will reimburse the Contractor for the cost of modifying the existing alley between the "400" and "500" municipal waste process lines by removing sections of the previously decommissioned "500" line. The modifications will provide direct access to the middle compactor and an open area. The open area will be used to process the waste by removing recyclable material and any wet waste that is not acceptable for disposal at a limited purpose landfill. The Change Order provides that the cost to Metro of the modifications cannot exceed \$20,000.

The "500" waste processing line will be dismantled. The line has never operated and Metro was reimbursed for it as part of a prior \$1,930,938 settlement with the Contractor. (In the settlement, the Contractor reduced the Facility Price to compensate Metro for the materials recovery system's failure to pass the Acceptance Test.) The Change Order would authorize the Contractor to sell any components of the 500 line that cannot be reused. Metro will receive the salvage value of all components sold.

For the long term, staff is currently reviewing two options. The first option is for Metro to competitively bid the transport and disposal of the dry waste and only pay the Contractor for the cost of loading the dry waste at the transfer station. A second option is to require proposers for the rebid of the transfer stations to include the cost of transport and disposal of dry waste in their proposals. However, additional processing equipment may be needed to maximize dry waste diversion. Staff wishes to reserve recommendations for long term options until cost and efficiency data from the pilot project can be evaluated.

BUDGET IMPACT

Staff estimates project savings of over \$4,000 per week if the Contractor can successfully divert up to 200 tons per day. The cost of the facility modifications has been capped at \$20,000 and will come from savings in the General Account due to the delay in constructing the maintenance building at the St. Johns Landfill.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2314.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2314
CHANGE ORDER NO. 18 TO THE CONTRACT) Introduced by Mike Burton
FOR OPERATING METRO CENTRAL STATION) Executive Officer

WHEREAS, Metro entered into an agreement with Trans-Industries (BFI) on December 8, 1989 to operate the Metro Central Transfer Station; and

WHEREAS, Metro's disposal contract with Oregon Waste Systems requires that Metro deliver to Columbia Ridge Landfill 90 percent "of the total tons of acceptable waste (other than ash) which Metro delivers to any general purpose landfill(s)" during a calendar year (the "90 percent guarantee clause"); and

WHEREAS, solid waste that Metro delivers to a limited purpose landfill is not subject to the 90 percent guarantee clause; and

WHEREAS, Metro can reduce its system disposal costs by segregating dry waste for disposal at a limited purpose landfill; and

WHEREAS, by making minor modifications to Metro Central Station, it is believed that BFI can segregate dry waste from general municipal waste delivered to the facility, transport and dispose of it at a limited purpose landfill, at substantial cost savings to Metro; and

WHEREAS, Change Order 18 to Metro's contract for operation of Metro Central Station, attached as Exhibit "A," will allow BFI to make facility modifications, segregate and dispose of dry waste delivered to the facility at a limited purpose landfill; and,

WHEREAS, The resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

That the Metro Council authorizes the Executive Officer to execute Change Order No. 18 to the Metro Central Station Operations Contract No. 901584 which is attached as Exhibit "A".

ADOPTED by the Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

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EXHIBIT "A"

MODIFICATION TO THE CONTRACT BETWEEN
METRO AND TRANS INDUSTRIES. ENTITLED
"1989 METRO CENTRAL TRANSFER STATION OPERATIONS AGREEMENT"

In exchange for the promises and other consideration set forth in the original agreement and in this Change Order, the parties agree as follows:

A. Purpose

The purpose of this Change Order is to establish a pilot program for alternative disposal of dry waste delivered to Metro Central Station, and to authorize facility modifications to accommodate segregation of dry waste.

B. Terms of Change Order

1. The Contractor shall segregate dry waste suitable for disposal in a limited purpose landfill from the general waste delivered to the Facility, and make all necessary arrangements for transport and disposal of such waste at a limited purpose landfill, which has a bottom that is lined with a composite liner consisting of compacted low-permeable soil and a geomembrane, or Columbia Ridge Landfill (under an arrangement separate from Metro's existing disposal contract with Oregon Waste Systems, Inc.) . Metro shall pay Contractor \$33.73 for each ton of dry waste processed, transported and disposed of by Contractor under this Change Order. This per ton payment represent the entire payment to be made to Contractor for this category of waste, and is not subject to CPI or any other adjustment during the term of the pilot project.
2. Due to Metro contractual restraints, Contractor shall only deliver segregated dry waste to a limited purpose landfill, or to the Columbia Ridge Landfill near Arlington, Oregon. Prior to delivery of any waste, Contractor shall notify Metro of the proposed waste disposal site. Metro reserves the right to reject a disposal site proposed by Contractor.
3. Contractor shall modify the existing "alley" between the "400" and "500" municipal waste process lines at the Facility by removing sections of the previously decommissioned 500 line and installing a 7 to 8 foot high steel wall on each side of the alley to help direct the dry waste as it is pushed from the Bay 2 picking floor to the appropriate densifier. Contractor may dismantle all or a portion of the 500 line and shall have no further responsibility to maintain the line once it is dismantled. Contractor may use components from the 500 line to support and maintain the 400 line and Fiber Based Fuel line as deemed appropriate by Metro. After consulting with and obtaining approval from Metro, Contractor may sell any component of the 500 line that cannot reasonably be used by Contractor at the facility. Contractor shall seek competitive bids for all components sold, and shall remit or credit to Metro all funds received from the salvage of 500 line components.

4. Metro shall reimburse Contractor for its Direct Costs of dismantling and salvaging the 500 line to create the "alley" and of manufacturing and installing the "alley" walls, to the extent of Cost Substantiation, but not to exceed \$20,000.
5. Contractor shall commence modifications on the effective date of this Change Order and use best faith efforts to complete the modifications within 45 days.
6. All transfer trailers used to transport dry waste shall be fully covered with a tarp or screen such that no waste leaves the container during transport. Contractor retains full responsibility for compliance with law and all other aspects of the transport and disposal operation.
7. Metro may terminate this Change Order at any time, by providing written notice to Contractor. Upon termination, Metro shall reimburse Contractor for its Direct Costs incurred prior to termination, to the extent of Cost Substantiation.
8. Except as modified herein, all other terms and conditions of the original agreement and previous change orders remain in full force and effect.

TRANS INDUSTRIES, INC.

METRO

Signature

Signature

Steven Miesen - District Manager

Authorized Representative

Date: _____

Date: _____

Agenda Item 6.5

Resolution No. 96-2328, *For the Purpose of Authorizing an Intergovernmental Agreement Between Metro, The Port of Portland, and Multnomah County Sheriff's Office for Boat Moorage at the M. James Gleason Boat Ramp.*

**Metro Council meeting
Thursday, May 16, 1996**

REGIONAL PARKS AND GREENSPACES STAFF REPORT

RESOLUTION NO. 96-2328 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN METRO, THE PORT OF PORTLAND AND MULTNOMAH COUNTY SHERIFF'S OFFICE FOR BOAT MOORAGE AT THE M. JAMES GLEASON BOAT RAMP.

Date: April 19, 1996

Presented by:

Charles Ciecko, Director
Dan Kromer, O & M Manager
Regional Parks and Greenspaces

FACTUAL BACKGROUND AND ANALYSIS

In July, 1995, the Port of Portland (Port) approached the Regional Parks and Greenspaces Department about the possibility of relocating their water rescue boat and boat house to the M. James Gleason Boat Ramp to decrease their response time in the case of an aircraft disaster on the Columbia River. Multnomah County's River Patrol currently moor four (4) boat houses at this location. The M. James Gleason Boat Ramp is presently managed by Metro and effective July 1, 1996, Metro will become owners of this facility.

This intergovernmental agreement between Metro, the Port and Multnomah County Sheriff's Office will allow the Port to moor its boat house at the M. James Gleason Boat Ramp at least until July 1, 2006, under certain provisions.

One provision states that the Sheriff's Office agrees to allow the Port to connect to the River Patrol's utilities. The Port will be billed for its estimated utility use by Multnomah County until such a time as the Port installs a separate utility meter.

The second provision states that if the Sheriff's Office decides to relocate their boat houses to another location at the M. James Gleason Boat Ramp then the Port agrees to pay for the cost of relocation of its boat house or remove its boat house at their own expense.

Another provision does not allow the Port to construct any structure around its boat house, once located at the boat ramp, without prior notification and approval in writing by Metro and the Sheriff's Office.

The final provision has the Port paying for its reasonably fair and proportionate share of future costs associated with dredging and moorage upgrades. Metro has recently completed dredging at the M. James Gleason Boat Ramp and the Port has paid Metro their share of these costs.

Metro or the Port may terminate this agreement if it gives each other six months written notice of its intent to terminate. In the event of termination, the Port shall pay for all costs of removing and relocating its boat house.

A Regional Parks and Greenspaces staff member will be present to answer any questions by Council regarding this agreement.

Executive Officer's Recommendation:

The Executive Officer recommends adoption of Resolution No. 96-2328.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2328
AN INTERGOVERNMENTAL)
AGREEMENT BETWEEN METRO, THE)
PORT OF PORTLAND AND)
MULTNOMAH COUNTY SHERIFF'S)
OFFICE FOR BOAT MOORAGE AT THE) Introduced by Mike Burton,
M. JAMES GLEASON BOAT RAMP.) Executive Officer

WHEREAS, The Port of Portland has approached the Regional Parks and Greenspaces Department wishing to moor its emergency response boat and boat house at the M. James Gleason Boat Ramp; and

WHEREAS, The M. James Gleason Boat Ramp is presently owned by Multnomah County and managed by Metro. Effective July 1, 1996, Metro will become owner of this facility; and

WHEREAS, Multnomah County Sheriff's Office currently maintains four boat houses with docks and has the right but not obligation to do so after July 1, 1996; and

WHEREAS, Metro has recently completed dredging at the M. James Gleason Boat Ramp and the Port of Portland has paid to Metro their fair and proportionate share of these costs and will pay its share of any future dredging and/or moorage upgrades; and

WHEREAS, The Port of Portland boat house shall be moored adjacent to the Sheriff's Office boat houses and be connected to the Sheriff's utilities; now, therefore,

BE IT RESOLVED,

1. That the Metro Council hereby authorizes the Executive Officer to execute an intergovernmental agreement with the Port of Portland and Multnomah County Sheriff's Office for boat moorage at the M. James Gleason Boat Ramp, in a form substantially similar to attached Exhibit A.

ADOPTED by the Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

ATTEST:

Approved as to Form:

Recording Secretary

Daniel B. Cooper, General Counsel

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

Boat Moorage at M. James Gleason Boat Ramp

This Agreement dated as of _____, 1996, is between Metro ("METRO"), located at 600 NE Grand Avenue, Portland, Oregon 97232, and Port of Portland ("PORT"), located at 700 NE Multnomah, Portland, Oregon 97232, and Multnomah County Sheriff's Office ("SHERIFF"), located at 4325 NE Marine Drive, Portland, Oregon 97218.

RECITALS:

1. The PORT wishes to moor its emergency response Boat and Boat House ("Port Boat and House") at the M. James Gleason Boat Ramp ("Boat Ramp").
2. The Boat Ramp is currently owned by Multnomah County and operated by METRO. Effective July 1, 1996, METRO will become the owner of the Boat Ramp.
3. The Multnomah County Sheriff's Office currently maintains a Boat Dock ("Sheriff's Dock") at the Boat Ramp and will have the right but not the obligation to do so after July 1, 1996.
4. The parties are authorized to enter into this Intergovernmental Agreement ("Agreement").

AGREEMENT

Section 1. This Agreement shall commence on _____, 1996 and shall continue in effect until terminated pursuant to Section 4.

Section 2. Moorage Rights.

As long as this Agreement is in effect, PORT shall have the right to moor the Port Boat and House at the Boat Ramp. The Port Boat and House shall be moored to the Sheriff's Dock. SHERIFF agrees to allow PORT to connect to SHERIFF's utility connections. If SHERIFF relocates the Sheriff's Dock to another location at the Boat Ramp, PORT agrees to pay for costs of relocation of Port Boat and House or else PORT will remove Port Boat and House at its expense. PORT shall not construct any structures around Port Boat and House (i.e. docks, etc.) without prior notification and approval in writing by METRO and SHERIFF.

The PORT shall be fully responsible for obtaining permits related to the Boat House. This shall include but not be limited to local, state and federal permits.

METRO agrees to identify two parking spaces for use by PORT officials in performance of their official duties. Fees shall be waived for these spaces. In the event additional parking spaces are utilized by PORT officials, the standard day use fee shall apply.

Section 3. Moorage Fee.

PORT has paid to METRO Six Thousand Three Hundred and Eighty-Four Dollars (\$6,384.00), receipt of which is acknowledged by METRO, as PORT's share of dredging costs and in consideration of this Agreement. METRO agreed to negotiate this Agreement in good faith for no further consideration. The PORT will be billed for its utility use by Multnomah County, which fee shall be reasonably estimated by Multnomah County until such time as a separate utility meter may be installed by the PORT. The PORT will also pay its reasonably fair and proportionate share of future dredging costs and future moorage upgrades.

Section 4. Termination.

A. This Agreement may be terminated at any time by mutual agreement of the parties.

B. PORT may terminate this Agreement by giving METRO six months written notice of its intent to terminate.

C. METRO may terminate this Agreement by giving PORT six months written notice of its intent to terminate on or after July 1, 2006.

D. In the event of termination, PORT shall pay all costs of removing and relocating the Port Boat and House.

Section 5. Contacts.

The PORT's contact person for this Agreement is PORT's Airport Fire Department Manager (currently Ken Cook). METRO's contact person for this Agreement is the Director of Regional Parks and Greenspaces (currently Charles Ciecko). Multnomah County's contact is the River Patrol Unit Manager (currently Lt. Terry Jones). Each party may change its contact person by providing notice of such a change to the other at the addresses set forth below.

METRO: Director of Regional Parks and Greenspaces
Metro
600 N.E. Grand Avenue
Portland, OR 97232-2736

PORT: Airport Fire Department Manager
7000 NE Airport Way
Portland, OR 97218

COUNTY: River Patrol Unit Manager
Sheriff's Office
4325 NE Marine Drive
Portland, OR 97218

Section 6. Dispute Resolution/Attorney Fees.

The parties agree to resolve any disputes concerning this Agreement through nonbinding mediation, using a mediation service or mediator agreeable to both parties. If the dispute cannot be resolved by mediation and legal action (including any action under the US Bankruptcy Code) is instituted by either party, then the prevailing party shall be entitled to recover its reasonable attorney fees and costs from the other party, both at the trial court level and on any appeal therefrom.

Section 7. Indemnification.

1. PORT, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless METRO and SHERIFF, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence arising from the operations of the Port Boat and House.

2. METRO, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless PORT and SHERIFF, and their officers, employees, and agents from and

against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence arising from the operations of the Boat Ramp by METRO.

3. SHERIFF, to the maximum extent permitted by law and subject to and within the limits of the Oregon Tort Claims Act, ORS 30.260 to 30.300, shall defend, indemnify and save harmless METRO and PORT, and their officers, employees, and agents from and against any and all liabilities, damages, claims, demands, judgments, losses, costs, expenses, fines, suits, and actions, whether arising in tort, contract, or by operation of any statute, including the Workers' Compensation laws, including but not limited to attorneys' fees and expenses at trial and on appeal, relating to or resulting from any claim based on any act or occurrence arising from the operations of the Sheriff's Dock by SHERIFF.

Section 8. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior oral or written agreements or representations. This Agreement may only be modified by a writing signed by both parties.

Section 9. Successors in Interest.

This Agreement shall be binding upon and inure to the benefit of each party's respective successors and assigns.

SIGNED, this ____ day of _____, 1996.

PORT OF PORTLAND

METRO

By: Mike Thorne, Executive Officer

By: Mike Burton, Executive Officer

MULTNOMAH COUNTY SHERIFF

By: Dan Noelle, Sheriff

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contract\1297

Agenda Item 6.6

Resolution No. 96-2324, *For Authority to Release An RFP for The Music by Blue Lake Food Services Contractor and to Execute a Contract.*

**Metro Council meeting
Thursday, May 16, 1996**

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2324 FOR AUTHORITY TO RELEASE AN RFP FOR THE MUSIC BY BLUE LAKE FOOD CONTRACTOR AND TO EXECUTE A CONTRACT.

Date: April 17, 1996

Presented by: Charles Ciecko
Julie Weatherby

BACKGROUND AND ANALYSIS

Music by Blue Lake is a community summer concert series that has been hosted by Multnomah County Parks and Metro Parks & Greenspaces for the past eleven years. The Music by Blue Lake series consists of six weekly concerts, which run on Thursday evenings, July through Mid-August.

This RFP allows a contractor to be hired on a multi-year basis (one year contract with provisions for two annual renewals) to provide comprehensive food & beverage services to Metro Parks & Greenspaces for the concert series.

FISCAL IMPACT

The RFP is for a revenue contract. The contractor selected will propose a gross percentage split of revenues from the concert food concession business. Traditional percentages have been 18% of gross revenues. The estimated revenue impact from the contract, based on traditional revenues, is approximately \$1,000 for FY 96-97.

BEFORE THE METRO COUNCIL

FOR AUTHORITY TO RELEASE AN) RESOLUTION NO. 96-2324
RFP FOR THE MUSIC BY BLUE LAKE)
FOOD SERVICES CONTRACTOR AND) Introduced by
TO EXECUTE A CONTRACT) Mike Burton, Executive Officer

WHEREAS, Music by Blue Lake community concerts have been hosted by Metro and Multnomah County at Blue Lake Park for the past eleven years; and

WHEREAS, a food services contractor is necessary to provide food & beverage services to concert patrons and to raise revenue for the series; and

NOW, THEREFORE, BE IT RESOLVED

- 1) The Metro Council authorizes release of an RFP for a food services contractor for the Music by Blue Lake concert series.
- 2) The Metro Council authorizes the Executive Officer to execute a multi-year contract with the most qualified bidder for Music by Blue Lake food services.

ADOPTED by the Metro Council on this ____ day of _____, 1996.

Jon Kvistad, Presiding Officer

**MUSIC BY BLUE LAKE
FOOD SERVICES CONTRACTOR
REQUEST FOR PROPOSALS**

I. INTRODUCTION

The Parks & Greenspaces Department of Metro, a metropolitan service district organized under the laws of the State of Oregon and the 1992 Metro Charter, located at 600 NE Grand Avenue, Portland, OR 97232-2736, is requesting proposals for an independent food services contractor for the Music by Blue Lake concert series. The food services contract will run for a one-year period, renewable for two (2) additional one (1) year options by mutual agreement. Each extension is subject to future appropriations by the Metro Council to fund the contract and may be canceled by Metro upon written notice to the Contractor of any such failure. Proposals will be due no later than Friday, June 7, 1996, at 3:00 p.m. in Metro's business offices at 600 NE Grand Avenue, Portland, OR 97232-2736. Details concerning the project and proposal are contained in this document.

II. BACKGROUND/HISTORY OF PROJECT

1996 will be the twelfth season of the Music by Blue Lake concerts at Blue Lake Park in Fairview. The six-week concert series takes place Thursday evenings, July 11 through August 15, 1996. Music by Blue Lake concerts averages about 1,000 to 1,500 people per concert. Concert times are from 6:30 to 8:30 p.m. and concert gates open at 4:30 p.m. Concerts feature national and regional touring groups. Concerts are held at the Park's bandstand, with seating on the lawn.

Contractor's primary responsibility is to provide healthy, quality food and beverages services to the Music by Blue Lake concert series. This food service will take place outdoors adjacent to the bandstand concert area. Patrons are allowed to bring in food and beverages to the concerts. In previous years, the concert food services have been provided by the main food concessionaire at Blue Lake Park. However, the concert food services will be run independently of the general park food services.

The concerts are provided through the Planning & Development Division of Metro's Parks & Greenspaces Department. The contractor will work under the direction of the Marketing Coordinator and will work closely with the Park's facilities management, as well as other staff and agencies as listed in the scope of work.

III. PROPOSED SCOPE OF WORK/SCHEDULE

Metro is seeking proposals from qualified firms to perform the following services described in the attached scope of work.

IV. QUALIFICATIONS/EXPERIENCE

Proposers shall have the following qualifications and experience:

1. Experience/expertise managing food and beverage concessions for large public groups.
2. Experience/expertise in special event food services marketing and management.
3. Experience/expertise in business and financial management.
4. Experience/expertise managing and supervising employees
5. Experience/expertise working with event sponsors

V. PROPOSAL INSTRUCTIONS

- A. Submission of Proposals. Four (4) copies of the proposal shall be furnished to Metro, addressed to:

Julie Weatherby, Marketing Coordinator
Metro Regional Parks & Greenspaces
600 Northeast Grand Avenue
Portland, OR 97232-2736

- B. Deadline. Proposals will not be considered if received after Friday, June 7, 1996, at 3:00 p.m. Postmarks are not acceptable.

- C. RFP as Basis for Proposal. This Request for Proposals represents the most definitive statement Metro will make concerning the information upon which Proposals are to be based. Any verbal information which is not addressed in this RFP will not be considered by Metro in evaluating the Proposal. All questions relating to this RFP should be addressed to Julie Weatherby at (503) 797-1850. Any questions, which in the opinion of Metro, warrant a written reply or RFP amendment will be furnished to all parties receiving this RFP. Metro will not respond to questions received after Wednesday, June 5, 1996.

- D. Information Release. All proposers are hereby advised that Metro may solicit and secure background information based upon the information, including references, provided in response to this RFP. By submission

of a proposal all proposers agree to such activity and release Metro from all claims arising from such activity.

- E. Minority and Women-Owned Business Program. In the event that any subcontracts are to be utilized in the performance of this agreement, the proposer's attention is directed to Metro Code provisions 2.04.100 & 200. Copies of that document are available from the Risk and Contracts Management Division of Administrative Services, Metro Center, 600 NE Grand Avenue, Portland, OR 97232 or call (503) 797-1717.

VI. PROPOSAL CONTENTS & FORMAT

The proposal should describe the ability of the contractor to perform the work requested, as outlined below. Metro considers proposal content and completeness to be important. Well organized and designed presentations are preferred, with extraneous materials discouraged. Proposals should be submitted in 8-1/2" x 11' format and covers must contain the RFP title and bidder's name. The proposal should be submitted on recyclable or recycled paper (post consumer content). No waxed page dividers or non-recyclable materials should be included in the proposal.

Proposals shall be prepared using the following format in order to facilitate evaluation

- A. Transmittal Letter. Shall state proposers name, address, phone number, contact person, date of proposal, and that the proposal will be valid for ninety (90) days.
- B. Contractor Services and Administration. This section must list the full range of services that Contractor will provide in managing the food Concession contract.

Contractor must specify the means of accomplishing the services to be provided and organizational approach to operating and overseeing the food concession. Please explain your plans for scheduling and staffing along with operational techniques for minimizing long lines.

1. Describe the type and quality of food and beverage items to be sold. Include prices and estimated portion sizes along with style of service and delivery to customers.
2. List all equipment to be used at the concession facility for food preparation, sale and storage.

3. Provide a description (size, coverage, etc.) of the concert food services booth set-up, and describe the availability and type of mobile concession stands that could be utilized in conjunction with the main concert food services booth.
 4. Specify the nature of Contractor's business and employee supervision, accounting, record keeping and cash management techniques. Proposers should demonstrate a clear understanding of Metro's objectives in managing a successful and professional operation and provide a sample of your audit control.
- C. Staffing & Contract Management. Identify key personnel assigned to major service components and tasks, their roles in relation to the work required, and qualifications they bring to the project. Include resumes of individuals proposed for this contract with references including contact persons and telephone numbers. Specify any services to be subcontracted and the name of the subcontractor(s).

Metro intends to award this contract to a single firm to provide the services required. Proposals must identify a single person as project manager to work with Metro. The consultant must assure responsibility for any sub-consultant work and shall be responsible for the day-to-day direction and internal management of the consultant effort.

- D. Experience. Indicate how your firm meets the experience/expertise requirements listed in Section IV and the Scope of Services of this RFP. Relevant experience and training in operating a food and beverage concession business must be thoroughly and concisely described. Particular emphasis must be placed on recent experience as it relates to the food service industry. The proposer should have at least three (3) years prior experience in operating concessions of at least 1,000 customers of similar operations with large events.

The information provided must demonstrate that the proposer has the appropriate knowledge and background to successfully operate a food and beverage operation. Names, addresses, and telephone numbers of at least five references (agencies and individuals) who are familiar with your operations must be provided. At least one of those references must be from a financial institutions familiar with your business operations.

Any innovations utilized by the proposer in similar operations and applicable to Blue Lake Park should be described.

- E. Finances. Proposer must show itemized revenue and expense forecasts resulting from food concession. A spreadsheet format should be used. Include fee schedule, staff levels and personnel costs, utilities, materials, and total gross receipts from food and beverage services. (This estimate will not be binding.)

Bidder must specify the proposed rate of return to Metro from: a) gross receipts from food and non-alcoholic beverage sales, b) gross receipts from alcohol sales, and c) other services proposed.

In this part, Metro is seeking assurance that proposer has the financial capacity to operate a food concession on a profitable basis. Proposer may comment on the applicability of the fee structure proposed in this RFP. List any start up costs, working capital reserved for unanticipated needs, and other cash available. Include a statement regarding applicant's ability to obtain liability insurance as required.

- F. Marketing. Include a draft marketing plan which includes strategies on food concession promotions and advertising for the first year of operations. These expenses would be paid for and implemented by the Contractor.
- G. Exceptions and Comments. To facilitate evaluation of proposals, all responding firms will adhere to the format outlined within this RFP. Firms wishing to take exception to, or comment on, any specified criteria within this RFP are encouraged to document their concerns in this part of their proposal. Exceptions or comments should be succinct, thorough and organized.

VII. GENERAL PROPOSAL/CONTRACT CONDITIONS

- A. Limitation and Award: This RFP does not commit Metro to the award of a contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a contract. Metro reserves the right to waive minor irregularities, accept or reject any or all proposals received as the result of this request, negotiate with all qualified sources, or to cancel all or part of this RFP.
- B. Validity Period and Authority. The proposal shall be considered valid for a period of at least ninety (90) days and shall contain a statement to that effect. The proposal shall contain the name, title, address, and telephone number of an individual or individuals with authority to bind any company contacted during the period in which Metro is evaluating the proposal.

- C. Conflict of Interest. A Proposer filing a proposal thereby certifies that no officer, agent, or employee of Metro or Metro has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of Metro; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Proposer for the same call for proposals; the Proposer is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

VIII. EVALUATION OF PROPOSALS

- A. Evaluation Procedure. Proposals received that conform to the proposal instructions will be evaluated. The evaluation will take place using the evaluation criteria identified in the following section. Interviews may be requested prior to final selection of one firm.
- B. Evaluation Criteria. This section provides a description of the criteria which will be used in the evaluation of the proposals submitted to accomplish the work defined in the RFP.

General Approach & Compliance – 10 points

Demonstrated understanding of the scope of services
Commitment to project
Compliance with RFP format and content

Contractor Services and Administration – 25 points

Comprehensive nature of services
Menu, quality, prices and portions
Business organization and management techniques
Equipment capabilities
Supervisory skills and techniques
Scheduling and Staffing
Accounting and cash management systems
Understanding Metro's objectives

Personnel – 20 points

Level of qualified staffing
References

Experience – 25 points

Relevant experience in food and beverage industry
Relevant experience with special event food services
Experience in business and financial management
Experience in training, managing and supervising employees
Experience in food services marketing

Finances & Budget – 20 points

Percentage level of gross income specified
Potential profitability based on financial projections

IX. NOTICE TO ALL PROPOSERS – STANDARD AGREEMENT

The attached personal services agreement is a standard agreement approved for use by the Metro Office of General Counsel. This is the contract the successful proposer will enter into with Metro. It is included for your review prior to submitting a proposal. Consider the language carefully.

Any changes in the adopted language must be requested and resolved as part of this process or as a condition attached to the proposal.

Metro reserves the right to: 1) selectively declare any conditioned proposal non-responsive and reject it without further consideration, 2) reject any or all subsequent requests for modification, and 3) interpret insistence upon a contract modification as a refusal to honor the original proposal and reinstitute the evaluation process.

**Scope of Work
Music by Blue Lake
Food Concessions RFP**

I. CONTRACTOR SERVICES

A. General Scope

1. Contractor's primary responsibility is to provide healthy, quality food and desserts, and non-alcoholic and alcoholic beverages to the Music by Blue Lake concert series at Blue Lake Park. This food service will take place outdoors adjacent to the bandstand concert area. The six-week Music by Blue Lake concert series takes place Thursday evenings, July 11 through August 15, 1996. Music by Blue lake averages about 1,000 to 1,500 people per concert. Patrons are allowed to bring in food and beverages to the concerts.

Contractor will provide a range of food and beverage items to include fresh, healthy and popular foods appropriate to an outdoor evening music series. Food items in the past have included ethnic theme foods such as Mexican, Italian, and Asian selections encompassing bento, burritos, fajitas, and pastas. Other food selections have included chicken sandwiches, gourmet hot-dogs, fruit salads, strawberry shortcake and gourmet ice cream products. Beverages have included Italian sodas, soda pop, mineral and flavored waters. Contractor is encouraged to provide single item and full-meal options.

2. Alcohol sales are limited to beer and wine. Contractor will provide a variety of alcoholic beverages, including but not limited to dark beers, micro-brews, and local/northwest wines. Based on existing sponsorship commitments, beer pours, signage, etc. may be regulated. Contractor shall provide alcohol under the following conditions:
 - a) Provide/post "proof of age" or "identification required" signs where alcoholic beverages are sold.
 - b) Refuse service to anyone visibly intoxicated.

If Contractor chooses not to provide alcohol at this event, then Metro reserves the right to seek an outside vendor to provide said service.

3. Contractor is responsible for set-up, stocking, maintenance and take down of the concert food services area. Contractor will provide all equipment and servicing aperture necessary, including booths,

canopies, signage and cooking tables and equipment. Contractor will have attractive food service booth(s). Booths or canopies may be left in place through the six weeks or taken down each week. Food or beverage carts may be used in conjunction to the main food service booth(s).

4. The food concession is to be operated on a seasonal and "for-profit" basis, with a three-year potential term. This contract awards exclusive use of the food services area on Thursday evenings during the concert series. Food & beverage sales for the concert series is not exclusive to the Contractor. Event sponsors may be allowed to provide food sampling on-site during the series. Additionally, sponsor contracts may require contractor to serve certain brands of beverages and foods. Proposed subcontracting by Contractor will only be allowed by written request to and approval of the Parks Director. The Contractor is expected to provide creativity and professionalism in the marketing, management and delivery of food service concessions for the concert series.
5. Contractor is responsible for maintaining the food concession service area to maximize the health and safety of employees and patrons. Specifically, this includes, but is not limited to picking up litter and keeping the surrounding area tidy; cleaning counters, equipment, utensils; sweeping/mopping floors free of any litter, foodstuffs and spillage that might contribute to slips and falls; and any other requirements specified by state and/or local Health Department. The exterior of the food services booth(s) shall be wiped or hosed as necessary to maintain a clean and attractive appearance.

B. Facilities and Fulfillment.

1. The Contractor will provide all equipment to operate the food concession area and any other support services. Equipment may include but not be limited to grills, ice machines, warming ovens, fryers, cash registers, soft drink dispenser(s) and coffee maker(s). Servicing of said equipment is the responsibility of Contractor.
2. Contractor shall furnish all janitorial and kitchen supplies.
3. Contractor is granted use of the central food concession building storage refrigerators and freezers, which will remain the property of Metro. The central food concession building is managed by an independent food contractor on behalf of Metro and has priority use of the refrigeration and freezer space. The concert series contractor will

work with the central food concession contractor to determine storage space availability, needs and placement for food items.

4. Contractor will utilize recycled and environmentally friendly food service products (recycled paper and plastics) in the performance of the work set forth in this contract document. No polystyrene foam (PSF) or virgin plastic food and beverage serving products will be allowed.
5. The Contractor will display all signage within the facility in a professionally displayed manner subject to Metro approval.

C. Employees:

1. Contractor's employees shall be knowledgeable in State and local rules regarding food handling, sanitation, etc., plus park regulations. Metro will provide a staff-orientation session and/or handouts upon request regarding park regulations.
2. Contractor shall designate a lead person who shall be qualified by virtue of previous training and experience, and approved by the Regional Park Supervisor, to be responsible for concession operations and notify park personnel of any emergencies.
3. Contractor's employees shall be polite and courteous to park patrons and park employees. Concession staff must be neat and clean in appearance. To enhance public relations and professional appearance, Contractor will select/provide uniform shirts consistent in style, color and fabric (no 'Tank Tops'). Employees shall not disturb or offend customers or interfere with events in progress, or use improper language or act in a loud or boisterous manner. Contractor shall appropriately discipline any employee when deemed necessary or when requested by a park supervisor.
4. Contractor shall hire and compensate all persons employed by Contractor, and shall assume total responsibility for negotiations with, and requirements of labor or organizations relative to concession operations.
5. Contractor shall maintain Worker's Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Attach a completed certificate showing current Workers' Compensation insurance, or copy thereof, to your proposal.

D. Security and Safekeeping

1. The safekeeping of Contractor property shall be solely at Contractor's risk and expense. Contractor assumes full liability of loss by any cause for all Contractor property and waives any claims or potential claims against Metro, its Councilors, departments, employees and agents.
2. All contractor employees shall have and at all times display proper identification, and shall not encourage, condone, or engage in any behavior or practice which compromises the safety and security of Blue Lake Park, the food concession activities or Metro's desire to provide a safe and healthy recreational environment.
3. Contractor acknowledges full and complete responsibility for liability arising out of the performance of this Agreement and shall hold Metro, its Councilors, departments, employees and agents harmless from and indemnify same for any and all liability, settlements, losses, costs and expenses in connection with any actions, suits or claims resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

E. Licenses and Code Compliance. Contractor shall obtain and maintain all required licenses for operation of a food and alcohol concession service facility as described herein. Contractor shall comply and take full responsibility for all codes, laws and ordinances pertaining to the operation of the food and alcohol concession including but not limited to:

1. Contractor shall be knowledgeable of and enforce all aspects Metro Parks & Greenspaces Ordinances.
2. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning worker's compensation and minimum wage requirements.
3. Contractor shall adhere to all applicable laws, regulations and policies relating to equal employment opportunity, non-discrimination in services and affirmative action, including all regulations implementing Executive Order No. 11246 of the President of the United States, Section 402 to the Vietnam Readjustment Assistance Act of 1974, and Section 503 of the Rehabilitation Act of 1973. Metro shall maintain copies of said laws and regulations on file with its duly appointed Affirmative Action Office.

F. Insurance. Contractor shall purchase and maintain at its expense the following types of insurance covering the Contractor, its employees and agents:

1. Broad form comprehensive general liability insurance covering bodily injury, property damage, and personal injury with automatic coverage for premises operations and product liability. Insurance coverage shall be a minimum of \$1,000,000 per occurrence.

Metro, its Councilors, departments, employees, and agents shall be named as an additional insured. Notice of material change or cancellation shall be provided to Metro thirty (30) days prior to the change. In addition, a copy of the policy must be provided to the Parks Department.

2. Automobile bodily injury and property damage liability insurance in the minimum amount of \$500,000. Evidence of such insurance shall be provided to the Metro Regional Parks and Greenspaces Department.
3. Contractor shall comply with the Oregon Workers' Compensation law (ORS 656.017) for all subject employees. Evidence of such insurance shall be provided to the Metro Regional Parks and Greenspaces Department.
4. Contractor shall carry an 'all risk' property insurance on Contractor's property and hereby waives all rights of subrogation against Metro for any loss of Contractor's property, however caused. Metro hereby waives its subrogation rights against the Contractor except for claims under \$100,000 caused by the negligence of Contractor and/or users.
5. If Contractor serves alcohol, a liquor liability policy must be purchased in the minimum amount of \$1,000,000 and Metro listed as an additional insured as stated above.

G. Records, Reports, and Payments to Metro

1. Contractor shall pay Metro a to-be-determined percentage of monthly gross receipts from concert food concession services. Potential Contractor must propose and specify the percentage return to Metro. Metro has collected 18.5% of gross revenues since 1990.
2. Contractor shall pay a to-be-determined percentage of monthly gross receipts, from alcoholic beverage sales at the 'Music By Blue Lake' Summer Concert series. Metro believes 25% is reasonable for this service. (In the past, alcoholic beverage sales were not separated from other services).

NOTE: Upon implementation of contract, Metro Council will impose a 7.5% excise tax on all gross product sales. Proposer should take this into consideration. For purposes of application of vendor and Metro percentages, gross receipts is defined as gross sales less Metro excise tax.

3. Contractor shall keep complete and accurate records of all business transactions. Monthly Reports and payments must be submitted to the Park Director by the tenth (10th) of each month for the preceding month's operations.

The specific type(s) of reports will be determined during actual contract negotiations. If payment is later than the designated 10 days, a 1-1/2% monthly interest rate will be charged for late payment. Payments are to be made payable to 'Metro Regional Parks,' and submitted to Metro Regional Parks and Greenspaces, 600 NE Grand Avenue, Portland, Oregon 97232-2736.

4. Metro shall have access to such books, documents, papers, and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts. At the discretion of Metro, an audit of Contractor's records may be performed.
5. Contractor shall supply to Metro annual certified financial statements of concession profits and losses, and a copy of Contractor's federal income tax filing covering income as a result of the food concession contract.

H. Telephone. Contractor shall be accessible by telephone during regular business hours and by cellular telephone or pager during concert nights. Contractor will supply cellular or pager service at no expense to Metro.

I. Promotions. Contractor will actively market and promote concert food services through signage, flyers and other appropriate mediums with Metro approval, and at no cost to Metro.

J. Performance Bond.

1. For the faithful and punctual performance of the contract, including the payment of money to Metro, Contractor shall furnish to Metro a Performance and Payment Bond when the contract is signed in the penal sum of Five Thousand and no/100 Dollars (\$5,000.00), to be approved by Metro. The Performance and Payment Bond condition that Contractor faithfully, punctually and truly observe the terms, provisions, conditions,

stipulations, and requirements of the contract incorporating these specifications in all respects, and shall faithfully observe all laws, ordinances, regulations, and orders of the State of Oregon and Metro and the agencies and bureaus thereof directly governing or applicable to Contractor's performance under said contract, and shall make payment promptly as due all persons supplying to Contractor equipment, supplies, labor, or materials for the concession operations under said contract.-

2. Such Performance and Payment Bond shall also provide that no change in the terms or provisions of said contract, without notice to the surety, shall impair the obligation of the bond; and that this obligation shall continue to bind the said Contractor as principal and the surety notwithstanding waiver by Metro of a breach or successive breaches of said contract by Contractor. Said Performance and Payment Bond shall further provide that no termination or cancellation of said Performance and Payment Bond shall relieve the surety from his or its obligation for the performance by Contractor as principal of any and/or all provisions of said contract as to concession operations by Contractor prior to the termination or cancellation.

II. METRO RESPONSIBILITIES

A. Operations

1. Metro shall grant to Contractor the food and beverage concession service for the Blue Lake Park concerts as outlined in the terms of this contract.
2. Metro will provide a concession area of approximately 2,000 sq. ft. adjacent to the bandstand area from which Contractor shall conduct business.
3. Metro shall provide normal Park security services and monthly business reporting forms.
4. Metro shall review, and approve if satisfactory, the hours of concession operation, the nature and price of goods and services available through Contractor, and personnel training and safety qualifications.
5. No Metro employees, except the Regional Park Supervisor and authorized Park staff are allowed inside the concession service booths. All Metro employees are expected to pay for food at the time of purchase, versus establishing any kind of a food tab.

B. Maintenance

1. Metro shall perform routine grounds maintenance of concession area.
2. Metro shall provide electrical power and water services to the concession area at no cost to the Contractor.
3. Metro shall provide garbage pickup. All trash must be placed in pre-designated service areas for removal by Metro. Corrugated cardboard boxes will be flattened and placed in pre-designated service areas for removal by Metro.

C. Promotions. Metro shall review and approve all promotional strategies prior to implementation. Such approval shall not be unreasonably withheld.

III. CONTRACT TERMS AND OPERATING SCHEDULE

- A. Contract starting date is July 1, 1996, and shall extend through June 30, 1997. Contract may be renewed annually with a maximum of two (2) renewals upon mutual written consent of Metro and Contractor.
- B. Contract may be terminated either by Metro or Contractor upon thirty (30) days written notice by either party. However, contract may also be terminated at anytime upon 24 hours notice for material breach of any of Contractor's obligations under this Agreement. (This immediate termination may be limited to certain breaches; e.g., dishonesty, failure to protect Metro property, failure to account for absence over a stated time.) Termination under any provision of this paragraph shall not affect any right, obligation or liability of Contractor or Metro which accrued prior to such termination.
- C. Metro certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract through June 30, 1997. Funding for the Music by Blue Lake concert series after June 30, 1997 is dependent upon future funds being approved by Metro Council. If such approval is not forthcoming, Metro will provide 30 calendar days written notice to terminate this Agreement.
- D. Concessionaire shall operate a minimum of six Thursday evenings from July through August. Required hours are from 5:00 p.m. to 8:30 p.m. Deliveries must be scheduled during regular park operating hours and when the Contractor's staff is on-site to receive deliveries.

- E. Contractor shall be required to conspicuously post food menus and prices with Contractor name included. All signage must be approved by Metro.

IV. RELATIONSHIP OF CONTRACTOR TO METRO

A. Independent Contractor

1. Contractor's relationship to Metro shall be that of an independent contractor for all purposes and shall be entitled to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise control in achieving the results specified. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified.
2. Metro is not, by virtue of this Agreement, a partner or joint venture with Contractor in connection with the operations or activities of Contractor under this Contract, and Metro shall have no obligation with respect to Contractor's debts or other liabilities.
3. All premises and facilities and equipment to which the Contractor is granted exclusive, temporary, or rental use will at all times remain the property of Metro.

B. Subcontracts or Assignment

There are no subcontractors involved in this service. If there were, these businesses would be subcontractors of Contractor and will not be employees of Metro, and Metro shall have no responsibility for payment of any fees to the subcontractors. Except as above set forth, Contractor shall neither subcontract with others for any of the work prescribed herein, nor assign any of Contractor's rights acquired hereunder without obtaining prior written approval from Metro; Metro by this Agreement incurs no liability to third persons for payment of any compensation provided herein to Contractor.

V. BANKRUPTCY/INSOLVENCY

It is understood and agreed by the Contractor and Metro that, in the event that Contractor shall be adjudged as bankrupt, either voluntarily or involuntarily, this Agreement, at the option of Metro, shall at once cease and terminate. Furthermore, if Contractor shall become insolvent or fail in business, or make any assignment for the benefit of creditors, Metro may, at its option, terminate this Agreement. In no event is this Agreement to be treated as an asset in any insolvent or bankrupt estate.

Agenda Item 6.7

Resolution No. 96-2269, *Amending the Intergovernmental Agreement of the Regional Environmental Management Group in Order to Add Clark County, Washington to the Group.*

**Metro Council meeting
Thursday, May 16, 1996**

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2269 FOR THE PURPOSE OF AMENDING THE INTERGOVERNMENTAL AGREEMENT OF THE REGIONAL EMERGENCY MANAGEMENT GROUP IN ORDER TO ADD CLARK COUNTY, WASHINGTON, TO THE GROUP, AND AUTHORIZE THE REGIONAL EMERGENCY MANAGEMENT POLICY ADVISORY COMMITTEE TO ADD NEW MEMBERS IN THE FUTURE WITHOUT SEEKING COUNCIL APPROVAL

Date: January 15, 1996

Presented by: John Fregonese

PROPOSED ACTION

This resolution provides that the Metro Council approve an amendment of the Intergovernmental Agreement (IGA) of the Regional Emergency Management Group (REMG) in order to add Clark County, Washington to the group, and authorizes the Regional Emergency Management Policy Advisory Committee to add new members in the future without seeking IGA amendment approval by the Council.

FACTUAL BACKGROUND

Metro, the counties of Clackamas, Multnomah, Washington and Columbia and the cities within those counties approved an intergovernmental agreement in 1994 establishing the Regional Emergency Management Group (REMG) and its two committees - the Regional Emergency Management Policy Advisory Committee (REMPAC) and the Regional Emergency Management Technical Committee (REMTEC).

Clark County, Washington officials have been participating in the meetings of REMTEC as an ad hoc member. The REMPAC expressed an interest in adding Clark County to the REMG resulting in a meeting among attorneys for Clark County, the City of Portland and Metro to draft an amendment to the current intergovernmental agreement. The amended agreement was signed by Clark County and submitted to REMPAC for approval. At its meeting on April 13, 1995, REMPAC discussed the agreement and approved the addition of Clark county to the REMG. Clark County will participate in implementing the tasks in the annual REMG work plan. Additional jurisdictions may enter into this agreement with the approval of the REMG Policy Advisory Committee.

For the amendment to take effect, Metro Council must adopt the amended Intergovernmental Agreement. Similar actions must be taken by the governing bodies of the jurisdictions participating in the IGA. The proposed addition will provide opportunities for Metro and the various public and private agencies in the five counties to work together effectively to improve regional disaster preparedness.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 96-2269.

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING THE)
AMENDMENT OF THE INTERGOVERNMENTAL)
AGREEMENT OF THE REGIONAL EMERGENCY)
MANAGEMENT GROUP IN ORDER TO ADD)
CLARK COUNTY, WASHINGTON TO THE)
GROUP AND AUTHORIZING THE REGIONAL)
EMERGENCY MANAGEMENT POLICY)
ADVISORY COMMITTEE TO ADD NEW)
MEMBERS IN THE FUTURE WITHOUT)
SEEKING COUNCIL APPROVAL)

RESOLUTION NO. 96-2269

Introduced by: Mike Burton
Executive Officer

WHEREAS, On October 14, 1993, Metro adopted Resolution No. 83-1856 approving the Intergovernmental Agreement (IGA) establishing the Regional Emergency Management Group (REMG) in recognition of the need for regional coordination, cooperation and planning for emergencies; and

WHEREAS, The REMG has requested that participating jurisdictions adopt an IGA amendment to: (1) include Clark County, Washington as a participant in the REMG; and (2) allow the REMG to approve participation by additional jurisdictions; now, therefore.

BE IT RESOLVED,

That the Metro Council approves the attached (Exhibit A) amendment to the IGA for Regional Emergency Management.

ADOPTED by the Metro Council this _____ day of _____ 1996.

Jon Kvistad, Presiding Officer

BEFORE THE METRO COUNCIL

Certified A True Copy of the Original Thereof
[Signature]
Clerk of the Council

FOR THE PURPOSE OF APPROVING THE REGIONAL) RESOLUTION NO. 93-1856
EMERGENCY MANAGEMENT WORKPLAN AND)
ADOPTING THE INTERGOVERNMENTAL) Introduced by Rena Cusma
AGREEMENT FOR FORMATION OF THE) Executive Officer
REGIONAL EMERGENCY MANAGEMENT GROUP)
THAT WILL MAKE POLICY AND STRATEGIC)
DECISIONS ON EMERGENCY MANAGEMENT IN)
THE REGION)

WHEREAS, Metro recognizes the need for regional coordination, cooperation and planning for emergencies; and

WHEREAS, No formally recognized organization currently exists to facilitate regional emergency mitigation, preparedness, response and recovery functions; and

WHEREAS, The proposed Regional Emergency Workplan and corresponding Intergovernmental Agreement formally establishes the Regional Emergency Management Group make up of a policy advisory committee (REMPAC) and a technical committee (REMTAC); and

WHEREAS, Metro recognizes the need to develop a regional emergency management system encompassing those elements appropriate to a regional emergency management system as defined in the Workplan; and

WHEREAS, A Regional Emergency Management Annual Workplan addressing regional disaster response issues will be developed by the REMTAC with review by REMPAC that focuses on the cooperation, coordination and decisionmaking structures needed for regional response to a regionwide disaster; and

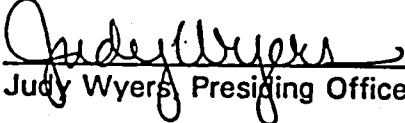
WHEREAS, Pursuant to ORS Chapter 190, Metro may enter into an agreement with other public jurisdictions to form the Regional Emergency Management Group; and

WHEREAS, The Regional Emergency Management Workplan and corresponding Intergovernmental Agreement were developed with full participation by Metro staff; now, therefore,

BE IT RESOLVED,

1. That Metro approves the Regional Emergency Management Workplan dated July 1993, which is attached hereto (Exhibit "A") and incorporated.
2. That Metro approves the Intergovernmental Agreement for Regional Emergency Management which is attached hereto (Exhibit "B") and incorporated.
3. That other jurisdictions within Washington, Multnomah, Clackamas and Columbia Counties are encouraged to formally commit to regional emergency management coordination and cooperation by approving the Regional Emergency Management Workplan dated July 1993, and the Intergovernmental Agreement for Regional Emergency Management.

ADOPTED by the Metro Council this 14th day of October 1993.



Judy Wyers, Presiding Officer

INTERGOVERNMENTAL AGREEMENT
FOR
REGIONAL EMERGENCY MANAGEMENT

I. Purpose

The purpose of this Intergovernmental Agreement is to develop an organization to recommend policy and procedures on regional emergency management issues related to planning, mitigation, response and recover; to develop an ongoing; interjurisdictional training and exercise program; to establish mutual aid agreements to ensure effective management of resources during emergency; and to develop a regional emergency management plan. This organization shall be known as the Regional Emergency Management Group (REMG).

II. Statutory Authority

This Agreement is entered into pursuant to ORS 190.003 to 190.030.

III. Parties

Jurisdictions within Washington, Multnomah, Clackamas and Columbia Counties in Oregon, including counties, cities, regional governments and special districts within those counties, may enter into this Agreement.

IV. Terms of Agreement

A jurisdiction shall become a party to this Agreement by entering into this Agreement, and adopting the initial workplan in Part Two of Attachment A by resolution or ordinance. The term of this Agreement shall be ongoing from July 1 to June 30. The parties may renew this Agreement by adopting the Annual Workplan for the succeeding year, with those amendments to Attachment A which reflect the funding and duties required to accomplish the Annual Workplan.

V. Termination

Any party to this Agreement may withdraw upon giving thirty (30) days written notice to the Policy Advisory Committee.

VI. Non-Exclusive

Any of the parties may enter into separate mutual assistance or mutual aid agreements with any other jurisdiction if not inconsistent with the terms of this Agreement. No such separate agreement shall terminate any responsibility under this Agreement, unless this Agreement is terminated as provided in Section V above.

VII. Liability

Each party shall be responsible for the acts and omissions of its officers, employees and agents arising from the performance of or failure to perform any duty pursuant to this Agreement.

VIII. Organizational Structure

A. Policy Advisory Committee

1. The REMG Policy Advisory Committee shall be comprised of an elected official from each party.
2. The Policy Advisory Committee shall meet in February each year:
 - a. to review programs and developments of the past year;
 - b. to recommend to their respective governing bodies programs and work plans for the upcoming year; and
 - c. to recommend to their respective governing bodies regional policy on emergency management issues.
3. The Policy Advisory Committee shall adopt bylaws to address officers, a quorum, agendas and other matters of business.

B. Technical Committee

1. The REMG Technical Committee shall include one person appointed by each party, and a representative from the Oregon Trail Chapter of the American Red Cross. These representatives shall constitute the voting membership of the Technical Committee. Upon the invitation of the Technical Committee, the Technical Committee may also include non-voting participants from signatory jurisdictions or other agencies or organizations with emergency management responsibilities or special technical expertise.
2. The Technical Committee shall develop and propose an Annual Workplan for the review by the Policy Advisory Committee. At the direction of the Policy Advisory Committee, or on its own initiative, the Technical Committee shall also identify policy issues, research alternatives strategies and present options for action to the Policy Advisory Committee.
3. The Annual Workplan, regular progress reports, the Annual Report and other action items developed by the Technical Committee shall be forwarded to the Policy Advisory Committee on the recommendation of a simple majority of the voting members present.
4. The Technical Committee may establish subcommittees, or each member may work within that member's own jurisdiction as necessary to achieve

policy goals, address action items and prepare the proposed Annual Workplan.

5. The Technical Committee shall select a Chair, Vice Chair and Secretary. The Technical Committee shall meet at least quarterly.

C. **Administrative Support**

The activities of the REMG shall be supported administratively by the staffs of the participating jurisdictions. Such support shall include keeping notes, conducting research, printing, producing an agenda, mailing and coordinating the flow of information between the Policy and Technical Committees.

IX. **Funding**

Funding options necessary for action items in the proposed Annual Workplan shall be identified by the Technical Committee for Policy Advisory Committee review. Funding sources and cost allocations shall be identified and cost share agreements shall be developed as needed and included in each Annual Workplan. All required expenditures identified in the proposed Annual Workplan will be ratified by resolution or ordinance as specified in Section IV above.

X. **Ownership of Assets**

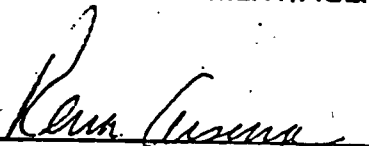
In the event that any real or personal property is deemed necessary, an amendment to this Agreement shall be negotiated and approved by all the then current members prior to acquisition.

XI. **Amendments**

Any amendment to the provisions of this Agreement shall be in writing and signed by the parties.

This Agreement dated this 23rd day of November 1993, by
action of the Resolution No. 93-1856.

LOCAL GOVERNMENT/AGENCY



Name

Executive Officer

Title

November 23, 1993

Date

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INTERGOVERNMENTAL AGREEMENT
FOR
REGIONAL EMERGENCY MANAGEMENT

I. Purpose

The purpose of this Intergovernmental Agreement is to develop an organization to recommend policy and procedures on regional emergency management issues related to planning, mitigation, response and recovery; to develop an ongoing, interjurisdictional training and exercise program; to establish mutual aid agreements to ensure effective management of resources during an emergency; and to develop a regional emergency management plan. This organization shall be known as the Regional Emergency Management Group (REMG).

II. Statutory Authority

This Agreement is entered into pursuant to ORS 190.003 to 190.030, and RCW 39.34. This Agreement supersedes the similar Intergovernmental Agreement adopted by the parties in 1993.

III. Parties

Jurisdictions within Washington, Multnomah, Clackamas and Columbia counties in Oregon, and Clark County in Washington, including counties, cities, regional governments and special districts within these counties both states, may enter into this Agreement. Additional jurisdictions may enter into this Agreement with the approval of the REMG Policy Advisory Committee.

IV. Terms of Agreement

A jurisdiction shall become a party to this Agreement by entering into this Agreement, and adopting the initial workplan in Part Two of Attachment A by resolution or ordinance. The term of this Agreement shall be ongoing from July 1 to June 30. The parties may renew this Agreement by adopting the Annual Workplan for the succeeding year, with those amendments to Attachment A which reflect the funding and duties required to accomplish the Annual Workplan.

V. Termination

Any party to this Agreement may withdraw upon giving thirty (30) days written notice to the Policy Advisory Committee.

VI. Non-Exclusive

Any of the parties may enter into separate mutual assistance or mutual aid agreements with any other jurisdiction if not inconsistent with the terms of this Agreement. No such separate agreement shall terminate any responsibility under this Agreement, unless this Agreement is terminated as provided in Section V above.

VII. Liability

Each party shall be responsible for the acts and omissions of its officers, employees and agents arising from the performance of or failure to perform any duty pursuant to this Agreement.

VIII. Organizational Structure

A. Policy Advisory Committee

1. The REMG Policy Advisory Committee shall be comprised of an elected official from each party.
2. The Policy Advisory Committee shall meet in February each year:
 - a. to review programs and developments of the past year;
 - b. to recommend to their respective governing bodies programs and work plans for the upcoming year; and
 - c. to recommend to their respective governing bodies regional policy on emergency management issues.
3. The Policy Advisory Committee shall adopt bylaws to address officers, a quorum, agendas and other matters of business.

B. Technical Committee

1. The REMG Technical Committee shall include one person appointed by each party, and a representative from the Oregon Trail Chapters of the American Red Cross in participating jurisdictions. These representatives shall constitute the voting membership of the Technical Committee. Upon the invitation of the Technical Committee, the Technical Committee may also include non-voting participants from signatory jurisdictions or other agencies or organizations with emergency management responsibilities or special technical expertise.
2. The Technical Committee shall develop and propose an Annual Workplan for the review by the Policy Advisory Committee. At the direction of the Policy Advisory Committee, or on its own initiative, the Technical Committee shall also identify policy issues, research alternative strategies and present options for action to the Policy Advisory Committee.
3. The Annual Workplan, regular progress reports, the Annual Report and other action items developed by the Technical Committee shall be forwarded to the Policy Advisory Committee on the recommendation of a simple majority of the voting members present.
4. The Technical Committee may establish subcommittees, or each member may work within that member's own jurisdiction as necessary to achieve policy goals, address action items and prepare the proposed Annual Workplan.

5. The Technical Committee shall select a Chair, Vice Chair and Secretary. The Technical Committee shall meet at least quarterly.

C. Administrative Support

The activities of the REMG shall be supported administratively by the staffs of the participating jurisdictions. Such support shall include keeping notes, conducting research, printing, producing an agenda, mailing and coordinating the flow of information between the Policy and Technical Committees.

IX. Funding

Funding options necessary for action items in the proposed Annual Workplan shall be identified by the Technical Committee for Policy Advisory Committee review. Funding sources and cost allocations shall be identified and cost share agreements shall be developed as needed and included in each Annual Workplan. All required expenditures identified in the proposed Annual Workplan will be ratified by resolution or ordinance as specified in Section IV above.

X. Ownership of Assets

In the event that any real or personal property is deemed necessary, an amendment to this Agreement shall be negotiated and approved by all the then current members prior to acquisition.

XI. Amendments

Any amendment to the provisions of this Agreement shall be in writing and signed by the parties.

This Agreement dated this _____ day of _____, 1994, by action
of the _____

Name

Title

Date

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METRO

November 23, 1993

Mr. John DeFrance, Chair
Regional Planning Group for Emergency Management
c/o Columbia County Emergency Management
Courthouse, Room 158
St. Helens, OR 97051

Dear Mr. DeFrance:

Recently, Metro Council approved Resolution No. 93-1856, authorizing the regional emergency management work program and adopting an intergovernmental agreement for the formation of the Regional Emergency Management Group.

Accompanying this letter are: a) certified copy of the resolution; b) signed copy of the intergovernmental agreement for regional emergency management; and c) memo on the appointment of Metro Councilor Mike Gates to represent Metro on the proposed Regional Emergency Management Policy Advisory Committee (REMPAC). Councilor Gates alternate is Councilor Terry Moore.

I am appointing Gerry Uba, who has worked with the Regional Planning Group to develop the workplan and agreement, to serve as Metro's representative on the proposed Regional Emergency Management Technical Advisory Committee and Mike McGuire to serve as his alternate. Please do not hesitate to call Pat Lee (503/797-1739) or Gerry Uba (503/797-1737) if you have any questions.

Sincerely,

Rena Cusma
Executive Officer

RC:GUA/vk
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Enclosures

cc: Andy Cotugno, Planning Director, Metro
Pat Lee, Environmental Planning Manager, Metro
Mike McGuire, Emergency Management Analyst, Metro
Gerry Uba, Emergency Management Program Coordinator, Metro
Merrie Waylett, Office of Government Affairs, Metro



M E T R O

To: Metro Council
From: Councilor ^{sd}Judy Wyers, Presiding Officer
Date: October 28, 1993
Re: Regional Emergency Management Policy Advisory Committee
(REMPAC) Appointments

On October 14, the Council approved Resolution 93-1856, authorizing the regional emergency management work program and adopting the intergovernmental agreement for formation of the Regional Emergency Management Group (REMG). The resolution also called for creation of the Regional Emergency Management Policy Advisory Committee (REMPAC). It is the responsibility of the Presiding Officer to appoint a Metro Councilor to serve on REMPAC.

I appoint Councilor Mike Gates, who has demonstrated interest and commitment to these programs, to serve as the Council representative on REMPAC and Councilor Terry Moore to serve as his alternate.

c: Andy Cotugno
Gerry Uba
Paulette Allen

Agenda Item 6.8

Resolution No. 96-2279, *For the Purpose of Authorizing an Intergovernmental Agreement with Tri-Met to Assist in Establishing a Transit-Oriented Development and Implementation Program at Metro.*

Metro Council meeting
Thursday, May 16, 1996

STAFF REPORT

CONSIDERATION OF RESOLUTION NO. 96-2279 FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH TRI-MET TO ASSIST IN ESTABLISHING A TRANSIT-ORIENTED DEVELOPMENT AND IMPLEMENTATION PROGRAM AT METRO

Date: April 4, 1996

Presented by: Andrew Cotugno

PROPOSED ACTION

It is recommended that the Metro Council authorize the execution of an Intergovernmental Agreement with Tri-Met providing for the following:

1. Loaned staff support from Tri-Met to Metro to assist in securing the \$3 million grant from the Federal Transit Administration for the TOD Revolving Fund and Implementation Program.
2. The transfer of 1.0 FTE from Tri-Met to Metro to establish a TOD Revolving Fund and Implementation Program at Metro upon receipt of the federal grant.
3. Coordination between Metro and Tri-Met on the effect of the transit-oriented development projects on Tri-Met's facilities and services.

BACKGROUND

Metro has undertaken many efforts to encourage compact, transit-supportive development around light rail stations. It is a critical element of the Region 2040 Growth Concept and its success is essential to maintaining a compact region, minimizing the need for expansion to the Urban Growth Boundary and increasing LRT ridership. Metro has participated in and facilitated station area planning related to Eastside MAX, the Westside LRT project and now the South/North LRT project.

In March 1995, the Federal Transit Administration (FTA) provided a favorable response to Metro's questions regarding the eligibility for use of federal transit funds for transit-oriented development projects. Included is an expanded eligibility for capital improvements directly tied to transit-oriented development projects, eligibility to acquire land for transit-oriented development physically or functionally connected to a light rail station, and eligibility to use the proceeds from a subsequent land sale for another eligible project.

By Resolution No. 95-2176B, these goals were furthered through allocation of the Region 2040 Reserve including a \$3 million

allocation to Metro to establish a TOD Revolving Fund and Implementation Program. Efforts are now underway to secure that grant award during 1996 after which the initial land acquisition can be undertaken.

This resolution is the next step in implementing the TOD Revolving Fund and Implementation Program at Metro. In order to secure the grant award from FTA, it is necessary to determine and gain their agreement on proper federal procedures for the following activities required under the grant:

1. Initiate site selection for land acquisition;
2. Appraisals for land acquisition;
3. Feasibility studies for subsequent development and establishment of financial pro forma;
4. Addressing all requirements of the National Environmental Policy Act;
5. Execution of an agreement between Metro and the affected local government;
6. Conducting a re-use appraisal for the property assuming implementation of the desired development;
7. Carrying out a Request for Proposals process for the subsequent private development;
8. Selection of a qualified developer;
9. Execution of a development agreement between Metro and the selected developer;
10. Implementation of the development;
11. Sale and transfer of title for the land; and
12. Use of proceeds from the sale on future transit-oriented development projects.

This Intergovernmental Agreement provides for loaned staff from Tri-Met to Metro to assist in addressing these issues in order to secure the grant and the subsequent transfer of staff from Tri-Met to Metro once the grant is awarded to implement the grant. The staff involved is the Manager of Tri-Met's Joint Development Program and was instrumental in developing the case to the Federal Transit Administration, leading to their favorable interpretation on eligibility.

To reflect implementation of this program, the proposed Executive Officer's budget to the Metro Council includes staff, materials

and services, and capital costs for the program (see Attachment A). The staff costs of 2.5 FTE, paid for by the grant, reflect transfer of 1.0 of Tri-Met personnel to Metro and subsequent hiring of 1.5 FTE (.5 of the Secretary position is included in other aspects of the Transportation Department budget). The staff in question is Tri-Met's Joint Development Manager.

Finally, this agreement provides for Metro coordinating with Tri-Met on future activities to implement the TOD Revolving Fund and Implementation Program to ensure compatibility with Tri-Met's facilities and services; in particular, design coordination with Tri-Met's stations and service coordination (bus and LRT) resulting from ridership demand created by the transit-oriented development projects.

EXECUTIVE OFFICER'S RECOMMENDATION

The Executive Officer recommends approval of Metro Resolution No. 96-2279.

Transportation Planning Section

TOD Revolving Fund

Program Narrative**Fiscal Year 1996-97**

History of the Program

The Portland region has long recognized the importance of the land use/transportation link to increase the effectiveness of its light rail projects. Articles have appeared in publications during the past year ranging from *Urban Land*, May 1995, to *Newsweek*, July 1995, citing Portland and Oregon as an example of a city and state that attempt to manage their growth with a variety of innovative methods. Much of the past effort has focused on planning and regulation.

Awareness has been growing that good transit supportive development will not result automatically from constructing the track and station. Nor will land use plans alone be enough to implement the kind of TODs consistent with an evolving regional vision. What is lacking is a full program that will ensure that some regionally significant TOD demonstration projects are undertaken and that the development tools needed for this effort are in place.

Metro has been laying the foundation for a TOD implementation program through three different kinds of activities: a) defining areas of eligibility for elements of transit/land use (referred to in federal transit enabling legislation as *joint development*), b) identifying and securing sources of capital funds to create a Regional Revolving Fund for TOD site acquisition, and c) providing support services and activities for specific projects and for the creation of an ongoing implementation program.

The technical assistance by Metro - funded by a TGM grant - involved a collaborative effort with Tri-Met staff and used a steering committee comprised of representatives from ODOT, Tri-Met, Metro, and the business community.

Current Year's Program - FY 1995-96

A TOD is a more dense development with strong pedestrian connections at a transit station that induces significantly more transit trips than conventional development. This then improves the efficiency of the existing transit system, reduces congestion, and improves air quality.

Last year Metro initiated a dialogue with FTA headquarters in Washington, DC, concerning the eligibility of certain TOD related project activities for FTA capital funds. As a result of Metro's effort, important national policies were set in place that recognize the value of land use/transit implementation, encourage *joint development* projects, and provide eligibility for capital expenditures. These policies are in the form of letters and legal opinions from FTA headquarters in Washington, DC, (dated March 15, 1995) and notice in the Federal Register (dated May 9, 1995). In addition, the Region, through JPACT and Metro Council with ODOT's participation, approved \$3 million funding for a Regional Revolving Fund to acquire TOD sites. This program represents the first of its kind in the country under ISTEA and has resulted in a number of requests for information from other jurisdictions nationally.

Metro's program for TOD implementation can justifiably take credit for resolving a number of eligibility issues that have become national policy, as stated in the Federal Register Notice, *Innovative Financing Techniques*.

Transportation Planning Section

TOD Revolving Fund

Program Narrative

Fiscal Year 1996-97

Current Year's Program - FY 1995-96 (continued)

Issues of eligibility on the Regional Revolving Fund are being resolved and a draft application to FTA is being prepared. Ongoing efforts on eligibility issues and applications on specific projects that were included in the Metro to FTA letter of November 16 are also moving forward. The first of these, the Gresham Central Project in downtown Gresham is well along with construction and is being coordinated with FTA, FHWA, ODOT, and Tri-Met.

Next Year's Program - FY 1996-97

Next year's work scope will move toward implementation of smaller TOD projects utilizing property remnants and Development Agreements, and establishing a program for the Regional Revolving Fund.

Identifiable Measurements, Products & Targets - FY 1996-97

- Leverage the eligibility gained from the Revolving Fund to be established from Region 2040 Funding, with smaller TOD projects constructed on right-of-way fragments from Portland's light rail projects.
- Provide the technical, factual, and legal basis for Metro to begin the TOD Implementation Program.
- Gain broader acceptance of the program by enlarging the informal steering committee.
- Establish the Revolving Fund, including safeguards, process for deposits and disbursements, selection of a TOD site, criteria for project selection, and representation of public and private interests on fund use.
- Refine the governance structure for the program.
- Prepare site plans for small projects or a master plan for larger ones for the first Revolving Fund TOD.
- Complete the environmental assessment for specific TODs.
- Complete appraisals for site acquisitions.
- Enter into Development Agreements on specific projects.

FY 1996-97 Budget Summary

Expenditures	Amount	FTE	Resources	Amount
Personal Services	\$141,379	2.50	ODOT FY 97 STP	\$2,628,310
Transfers	45,241		Tri-Met Match	<u>60,000</u>
Contingency	3,990		Total	\$2,688,310
Materials & Services	97,700			
Capital Outlay	2,400,000			
Total	<u>\$2,688,310</u>			

ATTACHMENT A

Regional TOD Revolving Fund Budget

	FY 97	FY 98	FY 99	Total
<u>Personnel</u>	\$108,753	\$115,278	\$122,195	\$346,226
Fringe @ 30%	\$32,626	\$34,583	\$36,658	\$103,867
Overhead @ 32%	\$45,241	\$47,956	\$50,832	\$144,029
TOTAL PERSONNEL	\$186,620	\$197,817	\$209,685	\$594,123
<u>Materials & Services</u>				
Appraisals	\$3,000	\$10,000	\$10,000	\$23,000
Development Feasibility Studies	\$10,000	\$5,000		\$15,000
Master Planning	\$40,000			\$40,000
Environmental Impact Assessmen	\$35,000			\$35,000
RFP Development		\$10,000		\$10,000
Legal/Permitting	\$5,000		\$10,000	\$15,000
Typesetting/printing/photo/etc.	\$3,000	\$3,000	\$3,000	\$9,000
Travel	\$1,700	\$2,150	\$2,282	\$6,132
TOTAL MATERIALS & SERVICE	\$97,700	\$30,150	\$25,282	\$153,132
 CONTINGENCY	 \$3,990	 \$2,558	 \$1,197	 \$7,745
 SUBTOTAL	 \$288,310	 \$230,525	 \$236,164	 \$755,000
 CAPITAL	 \$2,400,000	 \$0	 \$0	 \$2,400,000
 GRAND TOTAL	 \$2,688,310	 \$230,525	 \$236,164	 \$3,155,000
 REVENUES - Soft Cost				
Federal STP Funds	\$228,310	\$183,025	\$188,665	\$600,000
Metro	\$30,000	\$25,000	\$25,000	\$80,000
Tri-Met	\$30,000	\$22,500	\$22,500	\$75,000
Subtotal	\$288,310	\$230,525	\$236,165	\$755,000
 REVENUES - Acquisition				
Federal STP Funds	\$2,400,000	\$0	\$0	\$2,400,000
Deffered Match @ 10.27%	\$274,691	\$0	\$0	\$274,691
Subtotal	\$2,674,691	\$0	\$0	\$2,674,691
 REVENUES - TOTAL PROGRAM				
Federal STP Funds	\$2,628,310	\$183,025	\$188,665	\$3,000,000
Metro	\$30,000	\$25,000	\$25,000	\$80,000
Tri-Met	\$30,000	\$22,500	\$22,500	\$75,000
Deffered Match	\$274,691	\$0	\$0	\$274,691
GRAND TOTAL	\$2,963,001	\$230,525	\$236,165	\$3,429,691

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF AUTHORIZING) RESOLUTION NO. 96-2279
AN INTERGOVERNMENTAL AGREEMENT)
WITH TRI-MET TO ASSIST IN) Introduced by
ESTABLISHING A TRANSIT-ORIENTED) Mike Burton,
DEVELOPMENT AND IMPLEMENTATION) Executive Officer
PROGRAM AT METRO)

WHEREAS, By Resolution No. 95-2176B \$3 million of Surface Transportation Program funds were allocated for establishment of a Transit-Oriented Development Revolving Fund and Implementation Program; and

WHEREAS, Such a program will help implement Metro's Region 2040 Growth Concept, both by encouraging higher density development and reinforcing light rail ridership; and

WHEREAS, Tri-Met currently operates a Joint Development Program and has experience in both the development process and federal laws and regulations affecting transit-oriented development grants; and

WHEREAS, It is in the interest of both Metro and Tri-Met to coordinate these efforts; now, therefore,

BE IT RESOLVED,

That the Metro Council authorizes execution of an Intergovernmental Agreement with Tri-Met, substantially in the form of the attached Exhibit A, providing for the following:

1. Loaned staff support from Tri-Met to Metro to assist in securing the \$3 million grant from the Federal Transit Administration for the TOD Revolving Fund and Implementation Program for the period through approximately June 30, 1996.

2. The transfer of the transit-oriented development function and an associated 1.0 FTE from Tri-Met to Metro to establish a TOD Revolving Fund and Implementation Program at Metro upon receipt of the grant from the Federal Transit Administration (FTA), anticipated on July 1, 1996.

3. Coordination between Metro and Tri-Met on the effect of the transit-oriented development projects on Tri-Met's facilities and services.

ADOPTED by the Metro Council this _____ day of _____,
1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

Exhibit A

TRANSIT-ORIENTED DEVELOPMENT REVOLVING FUND COORDINATION AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 1996, by Metro, a metropolitan service district under ORS Chapter 268 and a regional government under the 1992 Metro Charter, and Tri-County Metropolitan Transportation District of Oregon, hereinafter Tri-Met, a mass transit district under ORS 267.

Recitals

1. Compact, transit-supportive development around light rail stations is a critical element of Metro's 2040 Growth Concept.
2. Increased compact development around light rail stations reduces traffic congestion by increasing transit ridership and minimizes the need for expansion of the Urban Growth Boundary.
3. Metro has participated in and facilitated land use planning in station areas on Eastside MAX, the Westside Project and now the South/North LRT Project.
4. Eligibility for use of federal transit funds for transit-oriented development (TOD) projects was confirmed by the Federal Transit Administration (FTA) in March 1995.
5. Metro allocated three million dollars (\$3,000,000) of the Region 2040 Reserve to establish a TOD Revolving Fund in Resolution No. 95-2176B.
6. Efforts are now underway to secure the federal grant needed to implement the \$3,000,000 allocation during 1996 for the initial TOD land acquisition. Metro and Tri-Met both have interests in securing and implementing this federal grant, and no conflicts of interest are anticipated.
7. Securing the grant includes establishing agreement with the FTA on the proper federal procedures to use to carry out the steps in the TOD Revolving Fund during the program.
8. The intent of this agreement is to provide loaned staff support from Tri-Met to Metro to assist in securing the \$3,000,000 grant from the FTA for the TOD Revolving Fund, to transfer staff upon Metro receipt of the grant, and to assure consideration of the effect of the transit-oriented development projects on Tri-Met's facilities and services by transferring these Tri-Met employees to Metro if the grant is secured.
9. This agreement is consistent with Metro Executive Order No. 95-56 on loaned employees.

Exhibit A

Agreements

1. Tri-Met agrees to provide loaned staff as needed through approximately June 30, 1996 to secure award of the \$3,000,000 grant from the Federal Transit Administration.
2. Tri-Met shall remain responsible for all salary and benefits and continue to be the subject employer under Oregon Worker's Compensation Law and comply with ORS 656.017, which requires them to provide Worker's Compensation coverage for all their subject workers so long as staff are loaned to Metro to secure the grant.
3. Tri-Met shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this agreement during the period that Tri-Met provides loaned staff.
4. Tri-Met agrees to transfer the transit-oriented development function and an associated Full Time Equivalent (FTE) of 1.0 employee to Metro to establish a TOD Revolving Fund and Implementation Program upon receipt of sufficient grant funds from the FTA anticipated July 1, 1996 consistent with ORS 236.605 et seq.
5. Metro agrees to accept the transfer of up to the Full Time Equivalent of 1.0 employee from Tri-Met subject to receipt of sufficient grant funds and inclusion in the 1996-97 Metro budget.
6. Metro agrees to administer the TOD Revolving Fund and Implementation Program and assure coordination between Metro and Tri-Met on the effect of TOD projects using the Revolving Fund on Tri-Met's facilities and services.
7. The Project Manager for Metro is Andy Cotugno. The Project Manager for Tri-Met is Bob Post.
8. This agreement is intended to benefit only Metro and Tri-Met. The parties specifically disclaim any benefits to third parties from this agreement.

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Agenda Item 6.9

Resolution No. 96-2335, For the Purpose of Modifying the Submission to the Voters of a General Obligation Bond Indebtedness in the Amount of \$28.8 Million for Capital Improvements at the Metro Washington Park Zoo.

**Metro Council meeting
Thursday, May 16, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF MODIFYING THE) RESOLUTION NO. 96-2335
SUBMISSION TO THE VOTERS OF A)
GENERAL OBLIGATION BOND) Introduced by Councilor Ed Washington
INDEBTEDNESS IN THE AMOUNT OF \$28.8)
MILLION FOR CAPITAL IMPROVEMENTS)
AT THE METRO WASHINGTON PARK ZOO)

WHEREAS, Metro Washington Park Zoo's long-range plan, adopted by the Metro Council in 1992, provides for gradual improvement of the zoo over 25 years including enhanced exhibits and programs which include a greater emphasis on Northwest species and habitat; and

WHEREAS, in 1995, the Metro Council has reaffirmed the desirability to proceed with capital improvements at the Metro Washington Park Zoo; and

WHEREAS, Metro has engaged the involvement of the community in this project, including citizen groups and technical advisors; and

WHEREAS, the project is regarded as one of significance; and

WHEREAS, the Council, on March 28, 1996, adopted Resolution No. 96-2303 submitting to the voters a general bond indebtedness in the amount of \$28.8 million for the Oregon Exhibit and new entrance at the Metro Washington Park Zoo; and

WHEREAS, the Council desires to modify the submission to the voters in order to properly reflect that the measure is part of a long-term planning effort to provide capital improvements that make operation and maintenance of the zoo less costly and to provide animal environments that are more natural;

Now, therefore, BE IT RESOLVED:

1. That Metro Council hereby submits to the qualified voters of the District the question of issuing General Obligation bonds in the maximum principal amount of \$28.8 million for capital improvements at the Metro Washington Park Zoo as generally described in Exhibit "B". The bonds shall mature over a period of not more than 30 years.

2. That the measure shall be placed on the ballot for a special election to be held on September 17, 1996.

3. That the District shall cause this Resolution and the Ballot Title attached as Exhibit "A" to be submitted to the Elections Officer, the Tax Supervising and Conservation Commission, and the Secretary of State in a timely manner as required by law.

4. That the Executive Officer, pursuant to Oregon Law and Metro Code Chapter 9.02, shall transmit this measure, ballot title, and explanatory statement and arguments for or against, if any, to the County Elections Officer for inclusion in any county voters' pamphlets published for the election on this measure.

ADOPTED by the Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel
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Exhibit A

Caption: BONDS TO IMPROVE ZOO ANIMAL'S CONDITIONS, ACCESS;
PROVIDE EDUCATION

Question: Shall the zoo improve conditions for animals, visitor accessibility, education and recreation opportunities with \$28.8 million in general obligation bonds? If bonds are approved, they will be payable from taxes on property ownership that are not subject to the limits of section 11b, Article XI of the Oregon constitution.

Summary: Approved bonds will allow zoo to:

- Improve conditions for lions, black bears, cougars, beavers.
- Provide natural habitat exhibits for threatened Oregon animals including sea otters, bald eagles, trout and wolverine.
- Complete pathways; improve entrance; better zoo access.
- Make zoo more self-sufficient; eliminate older exhibits, save maintenance costs

Bond cost estimate is less than 4 cents per \$1000 assessed value per year. \$100,000 home pays \$3.87 per year. Bonds mature in no more than 30 years.

Exhibit B

**METRO WASHINGTON PARK ZOO
CAPITAL IMPROVEMENT MEASURE**

The purpose of this measure is to obtain voter approval for capital improvements at the Metro Washington Park Zoo through the issuance of general obligation bonds in the amount of \$28.8 million.

The proposal to finance capital improvements is the result of a long-range planning effort by Metro and the Zoo to make operation and maintenance of the Zoo less costly and to provide animal environments that are more natural.

The Zoo attracted over 1,100,050 visitors last year. The Zoo is a recreational, education and economic asset of the region. The Zoo provides recreation for children, families, adults and seniors. The Zoo is heavily used by teachers and students to teach and learn about our natural world. Zoo visitors put millions of dollars into the local economy.

A new exhibit and new entry are part of this long-range plan. The plan, adopted in 1992, calls for gradual improvement of the Zoo over a 25 year period. Besides calling for physical changes, including construction of new exhibits and a new entry, the plan identifies other ways to improve the zoo for animals and visitors. Many local experts, in fields ranging from wildlife biology and education to tourism and finance, assisted with the plan. The new exhibits is to be called the Oregon Exhibit because it will provide natural habitat exhibits for Oregon animals, including threatened species. The Oregon project fulfills one focus in the long-range plan which is to put an emphasis on what we have in our region and to help citizens know and understand more about our natural environment,

including Oregon's threatened animal species, so they can help make decisions on relevant issues.

New Exhibit

Initial plans for the Oregon exhibit include the following natural habitats and features:

- The trail begins in an alpine area with mountain goats, marmots and other animals from the rocky slopes.
- A tree house looks out into aviaries with a variety of forest birds.
- The trail continues through the hollow trunk of a giant fallen log, spanning a ravine. Inside the log are mountain beavers, snakes, salamanders and several kinds of insects. Visitors discover the significance of "nurse logs."
- Just past the log are cougars, wolverines and bobcats living in their natural forest environment.
- A canopy walk allows magnificent vistas of the Zoo's forest and the surrounding open spaces and natural areas.
- A mountain stream is home to native trout and salmon, which can be viewed from above and below water.
- An underground forest of fungi leads to views of river otters swimming underwater and a wetland with marsh plants, fish, Great Blue Heron, and bald eagle.
- A clearing in the forest is home to American black bears.
- At the edge of the forest, a family farm provides opportunities for visitors to pet farm animals, opossum and other friendly creatures. Near the farm, a herd of elk graze in a spacious meadow.
- The path continues along a series of tide pools where sea stars, sea anemone and other creatures that endure the pounding action of simulated waves live.
- A herd of sea lions and harbor seals sunbathes on rocky cliffs.
- A colony of frolicking sea otters swims in a kelp forest. Visitors have both above and underwater views.

The project will become an educational resource for teachers and students in the region. When funds become available, each element will be further refined and enhanced. Some of the elements described above may be replaced or altered.

New Entry

The new entry will be centrally located in the parking lot, only 200 feet from a new light rail station. It includes a restaurant and gift shop containing educational souvenirs. These facilities will help generate revenue to support the Zoo. The entrance is scheduled to be completed by fall of 1998, when light rail services begin. Relocation of the entrance will yield two benefits: 1) Zoo property can be used more effectively on a long-term basis, and 2) the convenience of the light rail station at the Zoo's entrance will encourage people to use an environmentally sound transportation alternative.

Other Improvements

The project includes completion of the main pathway linking the Africa Rain Forest exhibit with Penguin Plaza. This will allow visitors a short cut to return to the main part of the Zoo. New classrooms for educational use will be added. As new homes are created for many species, some of the oldest parts of the Zoo will be removed. This will save over \$4 million in future maintenance costs.

Community Involvement in the Project

The Zoo recognized the importance of involving outside experts as well as zoo visitors in the focus and messages of the new exhibit and entry. Participation included the following federal, state, and private partners: 1,000 Friends, Bonneville Power Administration, Bureau of Land Management, Defenders of Wildlife, Nature Conservancy, Oregon Department of Agriculture, Oregon Department of Fish and Wildlife, Oregon

Department of Forestry, Oregon Department of Water Resources, Oregon Forest Resource Institute, Oregon Trout, Pacific Northwest Research Station—United States Department of Agriculture, Portland Audubon Society, United States Fish and Wildlife Service, United States Forest Service and a Citizen Advisory Committee composed of members of the community, Friends of the Zoo and Zoo volunteers.

Costs and Funding for the Project

The project will cost approximately \$30.5 million. The Zoo is asking taxpayers to fund \$28.8 million through a general obligation bond. Interest earnings on the bond proceeds during construction will fund the balance of the project and bond issuance costs. The cost for the typical home is \$3.87 per year.

Other allowable expenditures from the bond issue include project costs, bond issuing costs, and reimbursable bond preparation expenses relating to the design, planning, and construction of the Oregon exhibit and new entrance. The preference is to issue bonds which mature in 20 years; however, to maintain the flexibility to respond to the market existing at the time bonds are issued, the maturity period may be up to 30 years. The lowest cost to taxpayers will be the basis for the final determination of the bond maturity period. Calculations will take into account the cost of interest and principal repayment.

Agenda Item 6.10

Resolution No. 96-2334, *For the Purpose of Authorizing the Executive Officer to Purchase Property in Terwilliger-Marquam Natural Area in Southwest Portland*

**Metro Council meeting
Thursday, May 16, 1996**

BEFORE THE METRO COUNCIL

FOR PURPOSE OF AUTHORIZING)
THE EXECUTIVE OFFICER TO)
PURCHASE PROPERTY WITHIN)
THE TERWILLIGER-MARQUAM)
NATURAL AREA IN SOUTHWEST)
PORTLAND)

RESOLUTION NO. 96-2334
Introduced by Mike Burton
Executive Officer

WHEREAS, in July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, the Terwilliger-Marquam Natural Area was identified as a regionally significant open space in the Greenspaces Master Plan; and

WHEREAS, the 18.8 acre Marquam Woods property has been identified as an important site within the Terwilliger-Marquam Natural Area; and

WHEREAS, the Marquam Woods site was identified as one of the regional "option sites" in the Open Spaces, Parks and Streams 1995 Ballot Measure 26-26 Fact Sheet No. 4, produced by Metro and authorized by the Council under Resolution No. 95-2113; and

WHEREAS, Metro Council, pursuant to Resolution No. 96-2265, has authorized the Executive Officer to purchase the property identified in Exhibit A, subject to certain conditions being fulfilled; now therefore

BE IT RESOLVED

That the Metro Council authorizes the Executive Officer to purchase the property, identified in Exhibit A, for not more than \$1,400,000, plus closing costs and taxes.

ADOPTED BY METRO COUNCIL this _____ day of May, 1996.

Jon Kvistad, Presiding Officer

Staff Report

**CONSIDERATION OF RESOLUTION NO. 96-2334, FOR THE PURPOSE OF
AUTHORIZING THE EXECUTIVE OFFICER TO PURCHASE PROPERTY IN
TERWILLIGER-MARQUAM NATURAL AREA IN SOUTHWEST PORTLAND**

Date: May 3, 1996

Presented by:

Charles Ciecko
Jim Desmond

PROPOSED ACTION

Resolution No. 96 -2334 would authorize the Executive Officer to purchase 18.8 acres along Terwilliger Blvd. from The Trust for Public Land.

BACKGROUND AND ANALYSIS

The Council has previously reviewed and approved the acquisition of this property, pursuant to Resolution No. 96-2265 and the staff report attached thereto, adopted by the Council on January 8, 1996.

Since that time, staff has received two appraisals of the property performed for the Trust for Public Land which were sent out for independent review. Questions about the assumptions made in those appraisals regarding the ability of the landowner to obtain the necessary development approvals caused staff to commission a third independent appraisal. This appraisal was performed by Lawrence E. Ofner, MAI, of the firm of Moscato, Ofner and Associates.

This appraisal concluded that the indicated range of value for the property was \$1,200,000 to \$1,400,000. This appraisal was qualified with the assumption that 3 acres at the northwest corner of the site are buildable (i.e., geologically sound with adequate soil stability) without any extraordinary measures. This assumption was more conservative than those made in the previous appraisals, and the conclusions about value were therefore lower in this appraisal.

The appraisal concluded that this valuation is subject to complete geotechnical testing by qualified engineers. If such tests did not verify these assumptions, the appraised value in this report would have to be decreased, perhaps significantly.

It was determined through extensive consultation with the appraisers, independent engineering firms and the City of Portland Planning Department that the necessary geotechnical testing would take 12 - 18 months to complete and cost \$100,000 to \$120,000 to perform. Neither the landowner, nor Metro could recommend proceeding with such extensive, expensive, and time-consuming tests.

The assumptions made by Mr. Ofner in his appraisal regarding soil stability are consistent with the detailed geotechnical report on this site performed in November, 1978, by the firm of L.R. Squire, Associated. In addition, Metro staff commissioned an independent review of

that study and other available public sources in January, 1996, which concluded that, "Based on current site visits, it appears that no major changes have occurred on the site since the [1978] Squire report was issued." This recent review also concluded that the comprehensive geotechnical testing would be required before the site could be developed.

Therefore, based on this recent appraisal and existing information regarding the geotechnical condition of the property, staff has renegotiated the price of the property down from \$1,629,000 to \$1,400,000. Because of the somewhat unusual results of staff's standard due diligence investigation, the Executive Officer recommended bringing this acquisition back to the Council for further approval in order to purchase the property in accordance with these terms and standard Metro procedure.

At a meeting held on December 19, 1995, the Regional Parks and Greenspaces Citizen Advisory Committee voted unanimously to recommend to Council that Metro purchase this property.

BUDGET IMPACT

The Trust for Public Land has offered the property to Metro for \$1,400,000, which is within the range of fair market value of the property according to an independent appraisal, subject to certain assumptions described above.

The purchase price and closing costs would be paid out of the \$4 million options account established at the time of the Bond Measure, and would not impact the budgets established for the 14 regional target areas and 6 regional trails and greenways.

The City of Portland, in a letter from Commissioner Charlie Hales to Executive Officer, Mike Burton, dated April 17, 1996, is considering a contribution of 10% of the purchase price its local share or other funds. The Portland City Council will review this ordinance at an upcoming meeting. A copy of Commissioner Hales' letter, wherein he states that he "expects that City Council will support the ordinance," is attached to this report.

The City of Portland Parks & Recreation staff has expressed interest in negotiating an agreement whereby the City would assume management of the site consistent with its Master Plan for the Terwilliger-Marquam Natural Area, although Metro would retain full title. Such an agreement would require the approval of Metro Council at a later date.

Exhibit A

PARCEL I:

The following described property in the City of Portland, County of Multnomah and State of Oregon:

Commencing at a point on the line dividing the East one-half from the West one-half of the Hiram Terwilliger Donation Land Claim in Section 16, Township 1 South, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, which point is 1414.81 feet North along said dividing line from the South end thereof; thence South $88^{\circ}27'20''$ East 292.82 feet to a point in the Westerly line of SW Barbur Blvd. for the point of beginning of tract to be described; thence on a curve to the right with a radius of 889.02 feet from a tangent bearing North $23^{\circ}16'55''$ West along said Westerly line of SW Barbur Blvd., 153.12 feet to end of curve; thence North $13^{\circ}24'50''$ West on the Westerly line of SW Barbur Blvd., 494.75 feet; thence on a curve to the right with a radius of 1980.08 feet and following the said Westerly line of SW Barbur Blvd., 110.12 feet; thence North $88^{\circ}27'20''$ West 108.39 feet to said dividing line of said Terwilliger Donation Land Claim; thence North $0^{\circ}05'$ West on said dividing line 842.47 feet, more or less, to the South line of SW Seymour Street as monumented and recognized by the City of Portland as such; thence North $89^{\circ}17'50''$ West on the South line of said SW Seymour Street 373.96 feet to the West line of PORTLAND HOMESTEAD ADDITION; thence North $0^{\circ}42'10''$ East on the West line of said PORTLAND HOMESTEAD ADDITION, 330.00 feet; thence South $89^{\circ}50'$ West 240 feet, more or less, to the Easterly line of SW Terwilliger Blvd.; thence Southerly and Easterly following the Easterly line of SW Terwilliger Blvd., 2240 feet, more or less, to a point which is North $88^{\circ}27'20''$ West from the point of beginning; thence South $88^{\circ}27'20''$ East 220 feet, more or less, to the place of beginning.

EXCEPT that portion deeded to the State of Oregon, by and through its State Highway Commission, by Instrument recorded June 23, 1971 in Book 795, page 1518, Deed Records.

PARCEL II:

Lot 2, Block 21, PORTLAND HOMESTEAD ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

PARCEL III:

Lot 3, Block 16, PORTLAND HOMESTEAD ADDITION, in the City of Portland, County of Multnomah and State of Oregon.

PARCEL IV:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in the Subdivision of Lot 2, Block 16, PORTLAND HOMESTEAD ADDITION.

TOGETHER WITH the vacated portion of SW 4th Avenue lying Easterly of an adjoining said Lots 1, 2, 3, 4 and 5, in the City of Portland, County of Multnomah and State of Oregon.



ASSUMES NO LIABILITY FOR ANY VARIATIONS AS MAY BE DISCLOSED BY ACTUAL SURVEY

First American Title Insurance Company of Oregon

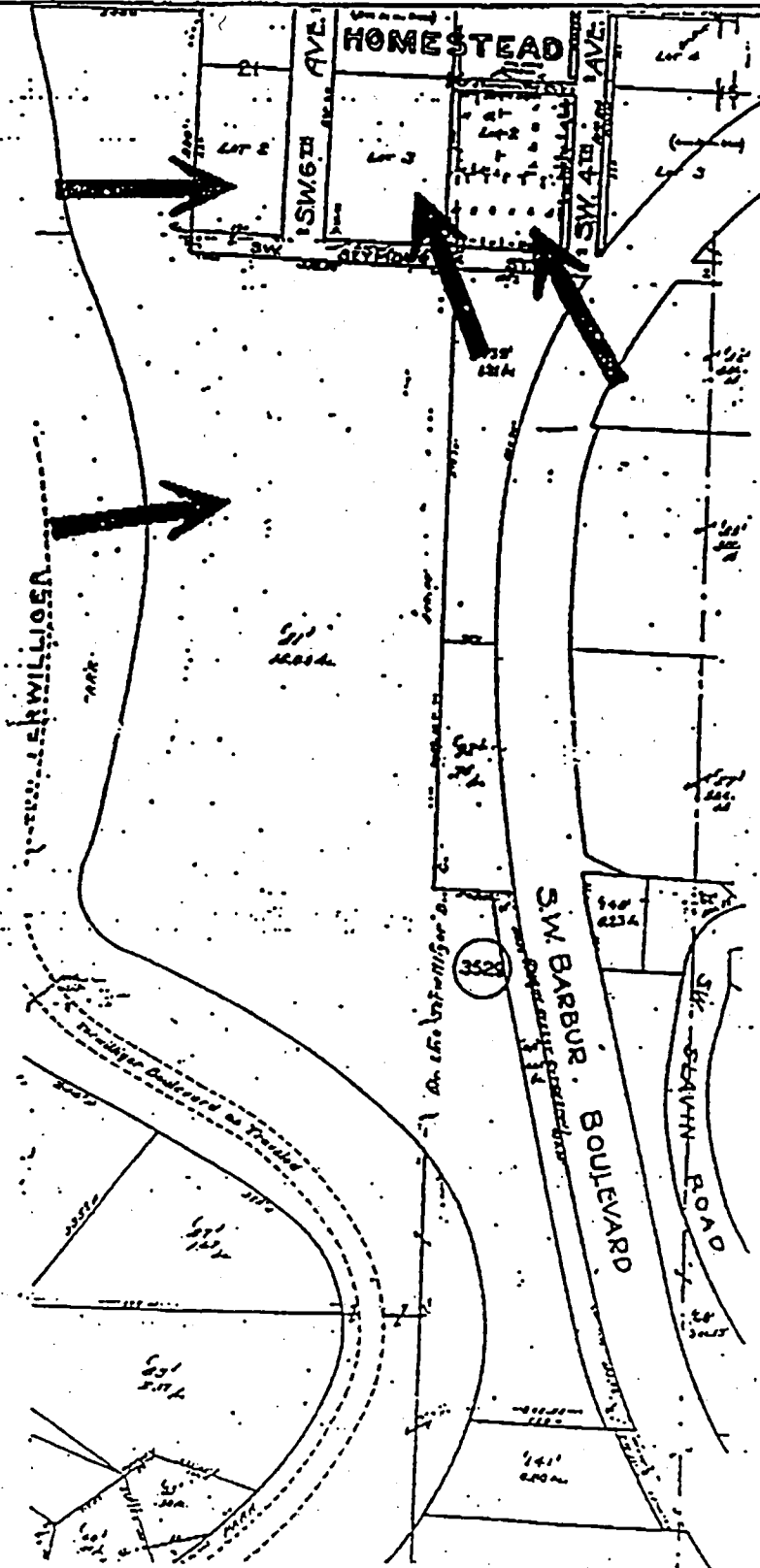
An assumed business name of TITLE INSURANCE COMPANY OF OREGON

1700 S.W. FOURTH AVENUE, PORTLAND, OR 97201-5512
(503) 222-3651



Exhibit A

MAP 3528





Parks • Neighborhoods • Planning • Fire

Charlie Hales
Commissioner, City of Portland

Phone: 503/823-4682

FAX: 503/823-4040

e-mail: hales@europa.com

<http://www.europa.com/~hales>

April 17, 1996

RECEIVED

APR 18 1996

EXECUTIVE OFFICER

Mike Burton
Metro Executive
600 N.E. Grand Avenue
Portland, Oregon 97232

Dear Mr. Burton:

As you well know, Jim Desmond of your Greenspaces staff has been working closely with Bowen Blair of the Trust for Public Land to come to agreement with the owners of approximately 17 acres along SW Terwilliger Boulevard. The property, known as the Maletis-Finnegan property or Marquam Wood, will be an incredibly significant addition to Portland's Terwilliger Parkway. We applaud your efforts to make this happen.

Because of the property's significance to the City, we are prepared to contribute 10% of the purchase price from the City's 26-26 local share. We make this pledge with the understanding that our local contribution will be in the \$110,000 to \$170,000 range. I'm sure you realize that we must take an action such as this before City Council for approval. You have my assurance that I will submit an ordinance to accomplish this once the amount is finally determined. I fully expect that City Council will support the ordinance.

We are delighted that this project is moving forward. If you have any question about our commitment to see this project through, please contact me at 823-4682.

Sincerely,

Charlie Hales
Commissioner-in-Charge
Portland Parks & Recreation

c: Bowen Blair
Charles Jordan

Agenda Item 7.1

Resolution No. 96-2230, *For the Purpose of Approving a Refinement Plan for the Tyron Creek Linkages Target Area as Outlined in the Open Space Implementation Work Plan*

**Metro Council meeting
Thursday, May 16, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	RESOLUTION NO. 96-2330
REFINEMENT PLAN FOR TRYON CREEK)	
LINKAGES TARGET AREA AS	)	Introduced by Mike Burton
OUTLINED IN THE OPEN SPACE	)	Executive Officer
IMPLEMENTATION WORK PLAN)	

WHEREAS, In July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, at the election held on May 16, 1995, the electors of Metro approved Ballot Measure 26-26 which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program; and

WHEREAS, the Tryon Creek Linkages was designated as a Greenspace of regional significance in the Greenspaces Master Plan and identified as a regional target area in the Open Space, Parks and Streams Bond Measure; and

WHEREAS, in November 1995, the Metro Council adopted the Open Space Implementation Work Plan, which calls for a public "refinement" process whereby Metro adopts a Refinement Plan including objectives and a confidential tax lot specific map identifying priority properties for acquisition; and

WHEREAS, Resolution No. 95-2228 authorizes the Executive Officer to purchase property with accepted acquisition guidelines as outlined in the Open Space Implementation Work Plan, now therefore,

BE IT RESOLVED,

That the Metro Council adopts the Tryon Creek Linkages Refinement Plan, consisting of objectives and a confidential tax lot specific map identifying priority properties for acquisition, authorizing the Executive Officer to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan adopted in November, 1995 and in Resolution No. 95-2228.

ADOPTED by Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2330, FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE TRYON CREEK LINKAGES TARGET AREA AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN

Date: April 26, 1996

Presented by:

**Charles Ciecko
Jim Desmond**

PROPOSED ACTION

Resolution No. 96-2330 requests the adoption of Target Area boundaries and objectives for the Tryon Creek Linkages Target Area. These boundaries and objectives will be used to guide Metro in the implementation of the Open Space Bond Measure.

BACKGROUND AND ANALYSIS

The Target Area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) is as follows:

"Tryon Creek Linkages. Acquisition of 20 acres in Tryon Creek watershed in Southwest Portland."

In the 1992 Greenspaces Master Plan, the Tryon Creek Linkages is described as follows:

"Tryon Creek watershed. One of the major remaining free-flowing tributaries running from the West Hills to the Willamette River. Tryon Creek State Park provides a remarkable assemblage of natural vegetation and wildlife habitat in the midst of a very urban area."

Target Area Description

The Tryon Creek watershed lies primarily within Multnomah County and the City of Portland jurisdictions. However, portions of the target area cross into Clackamas County and the City of Lake Oswego boundaries. The target area is bounded by Terwilliger Boulevard and the Willamette River to the east; Lake Oswego to the south; the neighborhoods along 50th Avenue and Capitol Highway on the west; and Garden Home Road and 1-5 to the north. The headwaters of Tryon Creek are found south of the intersection of Garden Home Road and Capitol Highway, and the creek joins the Willamette River at a point north of Roehr Park in the City of Lake Oswego. The largest of the target area's significant public open spaces is Tryon Creek State Park, a 635 acre natural day-use area between Terwilliger Boulevard and SW Boones Ferry Road. Tryon Creek State Park contains a 60 to 80 year old second growth forest of mixed coniferous and deciduous trees, and extensive trails and bike paths. Over 50 species of birds and many small mammals inhabit the park, including the sensitive pileated woodpecker. Steelhead and coho use Tryon Creek for spawning and cutthroat trout are found throughout the creek system.

The City of Portland owns three parks including West Portland Park, near the headwaters of Arnold Creek; Maricara Park, and the 23 acre Marshall Park, containing forest cover, habitat and water resources, including Tryon Creek. A joint Metro/Bureau of Environmental Services (BES) acquisition west of West Portland Park, has added approximately 10 acres to the open space inventory. The City of Lake Oswego area parks include Springbrook, Iron Mountain, and Waluga Park. Lewis and Clark College is a large landowner in the area and is planning an expansion of their athletic fields and additional construction.

The Tryon Creek drainage basin comprises Tryon Creek, Arnold Creek, Falling Creek, Playhouse Creek, Park Creek, and other smaller tributaries in a 4,500 acre area. The developable land is primarily zoned for single family housing. Increased construction in recent years has resulted in increased stormwater runoff and detrimental impacts to water quality. The condition of the creeks and tributaries varies, depending on the level of development surrounding them. In some instances, native vegetation and wildlife habitat is well established, in other cases, the stream courses have become degraded and non-native invasive plants are common. Specific sites throughout the watershed were assessed for biological significance by Maurita Smyth. Her report (attached here as Appendix C) provides a detailed description of the vegetation, wildlife and overall open space value of the most conspicuous parcels of undeveloped land.

Some protection to the stream courses is provided through the City of Portland's Environmental Conservation and Environmental Protection Overlay Zones which follow the creek corridors in Multnomah County. In addition, the *Southwest Hills Resource Protection Plan* prepared by the City of Portland identified resource protection measures for Tryon Creek State Park, Arnold Creek, Arnold Creek headwaters, Falling Creek and the Marshall Park area.

The Tryon Creek Linkages target area lies in close proximity to the Willamette Greenway with possible connections to it and the 40-Mile Loop Trail along SW Taylors Ferry Road and Macadam Avenue and the mouth of Tryon Creek to the south. The Terwilliger Trail, which runs through the Tryon Creek Linkages target area and, in particular, the state park, may provide a future connection to the proposed Fanno Creek Greenway.

Refinement Process

The Open Space Implementation Work Plan adopted by the Metro Council in November 1995, required that a Refinement Plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax-lot-specific map identifying priority properties for acquisition, enabling Metro to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters* and *Due Diligence* guidelines of the Open Space Implementation Work Plan."

During the refinement process, field visits were conducted by Metro staff and environmental and planning consultants, biological assessments were undertaken on several important parcels, and planning documents were assessed. Twenty-four individuals were interviewed, representing property owners, governmental agencies, natural resource experts and non-profit advocacy groups. The stakeholders interviewed are noted in Appendix A, and the key refinement findings are summarized below.

Findings

- All the creek corridors in the Tryon Creek watershed are important to protect for water quality, habitat value and flood control. The riparian areas are also important for controlling temperature and siltation.

Acquisition of property by Metro or increased protection of certain areas as a result of easements, partnerships, or land use regulation would positively impact water quality in this drainage system. Arnold Creek flows into Tryon Creek and its headwater site is sparsely populated and largely undeveloped, but the headwater seep itself has become highly disturbed and the surrounding area is threatened with development. West of SW 35th Ave., the area was platted in 1889 as West Portland Park into 250 foot by 450 foot blocks with 40 foot wide rights-of-way. This unbuilt grid layout does not take into account natural topography. If developed according to existing plats, significant environmental damage would result.

A second important headwater occurs on the property east of Maricara Park. This two acre seep provides water quantity and quality to Arnold Creek and, thus, to Tryon Creek. The habitat value for this site is high based on the plant diversity, presence of water and connection to undisturbed open space.

- Water quality is a primary concern in Tryon Creek. New development is increasing runoff, altering natural flow regimes, and sanitary sewer lines that follow the creek periodically spill contaminated water. The amount of suspended sediments being deposited has increased. Maintenance or enhancement of fish resources will require careful treatment of water quality issues. Buffer areas around the park would enhance watershed protection.
- Several unique parcels ranging from approximately 1.5 to 10 acres were identified for possible acquisition due to their strategic location, resource values and overall conformity to Metro's acquisition criteria. The high land values in the area, together with the relatively small Metro acquisition budget, create the necessity to identify partners among the public and private sectors. A successful group of partnerships could result in leveraging opportunities and an increased amount of acquired land. At least two potential partners have already expressed interest in participation, including the City of Portland.
- Priorities for acquisition should be focused on parcels that directly enhance the State Park or that protect water quality in tributaries. A contiguous open space corridor from Lancaster Court, through Marshall Park, joining Tryon Creek State Park has support among a large number of the stakeholders. A pedestrian connection from Tryon Creek State Park to the mouth of the creek would also be desirable. It is also very important to provide fish passage at the mouth of Tryon Creek. Currently a sewer pipe crosses near the mouth.
- The sanitary sewers in or along the creeks have been in place for many years and it would be prohibitively expensive to move them. According to the Bureau of Environmental Services, they are working with an environmental consultant to remedy associated problems. BES's primary role in relation to this target area will be stewardship.

- Areas along the creek channels that have physical constrictions to fish passage should be reconfigured at some point in the future. The culvert at Tryon Creek and SW Boones Ferry Road is one example.
- A new high school is proposed on Terwilliger Boulevard adjacent to the state park. Many groups and citizens are opposed to this siting due to potential environmental impacts.
- Oregon Department of Parks and Recreation is not considering the purchase of any property around Tryon Creek at this time. This site is low on their priority list.

As a result of these findings, general objectives to guide Metro's acquisition and protection efforts throughout the target area include:

- Protection of water quality in Tryon Creek and its tributaries.
- Linkage between publicly owned open spaces.
- Optimization of the Metro/BES purchase in the West Portland Park area through infill acquisitions and expanded stewardship by neighborhood groups.
- Leverage of limited funds through a combination of strategic purchases and partnership agreements with public agencies and private land owners.
- Contribution to the region-wide network of greenways through linkages on the perimeter of the target area.

A public workshop to discuss the proposed Refinement Plan was held on April 18th in Lake Oswego. Approximately 100 people attended the workshop; their comments are summarized in Appendix B. A biological report by Maurita Smyth, an independent consultant, is attached as Appendix C.

A questionnaire (attached as Appendix D) was circulated and 30* were returned with the following results:

Q. #1: Prioritization of Key Elements	First Preference	2nd	3rd	4th	5th	6th
Forested riparian areas	77%	10%	13%	0%	0%	0%
Watershed protection	14%	37%	18%	7%	17%	7%
Arnold Creek headwaters	7%	17%	34%	24%	7%	11%
Fisheries preservation	4%	14%	11%	37%	24%	10%
Greenway connection to Willamette River	0%	17%	14%	0%	32%	37%
State Park Buffer Areas	0%	34	11%	31%	21%	33%

*. Not all respondents answered all questions.

Q. #2 Other Activities	First Preference	2nd	3rd	4th	5th	6th
Stream restoration	63%	17%	17%	3%	0%	0%
Linkages to regional greenways	27%	53%	17%	0%	3%	0%
Trails for hiking, biking, horseback riding	7%	10%	14%	41%	28%	0%
Wildlife viewing	0%	14%	30%	20%	33%	3%
Educational	0%	10%	24%	31%	31%	4%

Regional Parks and Greenspaces Advisory Committee

A presentation of the Staff Report was given by Metro staff and its consultants at a public meeting in Room 370A of Metro Regional Center on April 25, 1996. This analysis and the resulting objectives were approved by a unanimous vote of the Regional Parks and Greenspaces Advisory Committee.

To adequately protect the water quality and natural resources along Tryon Creek, a Tier I area of approximately 200 acres has been identified. This area contains forested riparian areas along Tryon Creek and headwaters in non-contiguous areas. Tier II includes approximately 70 acres of land that serve to buffer Tryon Creek State Park and connect the park to the mouth of the creek.

GOAL:

Protect and enhance the ecological integrity and recreation value of Tryon Creek.

OBJECTIVES:

The following are prioritized specific objectives of the Tryon Creek Linkages Refinement Plan:

Tier I Objectives:

- Protect the streambed and riparian zone along Tryon Creek for habitat value, flood control and water quality benefits through acquisition, easements, or other preservation strategies.
- Provide linkage between Tryon Creek State Park and Marshall Park.
- Acquire the key parcels in the headwaters of Tryon Creek and Arnold Creek, and their associated seeps and wetlands.

Tier II Objectives:

- Provide linkage from the Tryon Creek State Park to the mouth of Tryon Creek at the Willamette River.
- Protect the riparian buffer zones along Arnold Creek and other tributaries in the watershed to provide wildlife corridors, enhance water quality and improve native fish runs.

Partnership Objectives:

- Work with neighborhood groups, Oregon Department of Parks and Recreation, and BES to improve habitat along the creeks and promote public education and stewardship.
- Work with private landowners to explore opportunities for conservation easements and water quality protection strategies.
- Work with the City of Portland to assist in land acquisition adjacent to city property such as Marshall, Maricara, and West Portland parks.
- Work with the Portland School District to protect the headwater seep by Maricara Park.
- Work with the City of Lake Oswego, Lewis and Clark College and Riverview Cemetery to coordinate linkages outside the Tryon Creek Linkages target area.
- Work with the City of Portland Sewage Treatment Plant to acquire land at the mouth of Tryon Creek and enhance water quality.

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 96-2330.

Appendix A
Stakeholders Interviewed -- Tryon Creek Target Area

Liz Callison,
Friends of West Hills Streams

Jack Wiles,
Oregon State Parks, Portland Office

Ron Chinn,
Marshall Park Neighborhood Association

Stephanie Wagner & Louise Shorr,
Friends of Tryon Creek State Park

Chris Beck,
Trust for Public Land

Leonard Gard,
Land Use Specialist,
SW Neighborhood Offices

Patrice Mango/Ivy Frances,
Bureau of Environmental Services

Judy Henderson,
Tryon Creek Corridor Committee

Diana Lee Haluka
General Services
City of Portland

Jay Mower,
Friends of Terwilliger

Patricia Huber,
Property Owner

Sonya Kazen,
Collinsview Neighborhood

Gary Evans,
Dept. of Parks and Recreation,
City of Lake Oswego

Deborah Lev
Natural Resources Coordinator
City of Lake Oswego

Michael Sestric,
Lewis and Clark College

Dawn Uchiyama,
Landscape Planner, City of Portland
Property Owner

Guy Orcutt,
Tryon Creek Council

Dennis Comfort,
Park Naturalist
Tryon Creek State Park

Lucille Beck,
Friends of Tryon Creek

Dick Caldwell,
Columbia Regional District
Oregon Department of Fish and Wildlife

Jim Sjulín,
Natural Resources Director,
City of Portland Parks Department

Margarete Nebetta,
Oregon State Parks

Appendix B

**Tryon Creek Linkages Public Workshop
Lake Oswego City Hall
April 18, 1996**

Comments and Questions:

What happens after acquisition? What are the management programs you plan to put in place?

Staff responded by explaining stabilization and land banking, noting that the bond did not contain funds for management but was issued exclusively for acquisition.

We think you're on the right track with your refinement. The only concern we have is that isolated parks will receive inappropriate use from visitors, and would suggest that a caretaker arrangement be explored.

Staff responded that caretaker arrangements are something we are open to and would be happy to explore, but that we wouldn't be opening properties to the public without a management plan.

The Board of Directors of Friends of Tryon Creek has passed a resolution to the effect that the property separating Marshall Park from Tryon Creek State Park should be a top priority and that a trail linking the two should be established.

Calahan Watershed Association-- we are very much in support of your plan, and appreciate the watershed protection priorities it reflects.

The Stephenson Neighborhood Association would like to talk to your staff about how we can donate our environmental protection zone property to the program.

Metro should add to places you've already purchased near the West Portland Park so that the investment you've made there won't be compromised by inappropriate uses on adjacent land.

What is an Environmental Protection Zone?

Staff responded that an EP zone is restrictive zoning that establishes buffers around stream corridors. It is further surrounded by an environmental conservation zone in which development is limited by and often includes mitigation requirements.

To what degree have discussions begun with owners in Tier 1?

Staff responded that in the interest of preserving landowners' privacy, a detailed response was inappropriate, and that because we did not want to get out in front of our refinement process, discussions had in fact been limited. However, once refinement is complete, contact will be swift and extensive.

A spokesman for the Marshall Park Neighborhood Association stated they are 100 percent in support of Metro's efforts, and would like to note that lots between Marshall and Tryon parks would be good acquisitions.

Do you do anything other than outright purchases of property?

Staff responded that the bond measure allowed it to use every tool available to protect lands and, including bargain sales, acceptance of gifts of land, conservation easements, and management agreements. Staff is interested in leveraging bond money to the greatest extent possible through the creative use of such tools.

A member of the audience endorsed acquiring a linkage between Marshall and Tryon parks as a top priority.

Do you have enough money to purchase all of Tier 1?

Staff responded that although funds were limited, through the use of partnerships and creative land protection strategies, the goal was, although a challenge, one that was achievable.

Don't give up on the linkage between Tryon Creek and the Willamette River - it's important to anadromous fish.

Appendix C

Biological Site Evaluations Summary Report - Tryon Creek Area, Portland and Lake Oswego, Oregon

**Metro Parks and Open Spaces Program
Submitted by Maurita Smyth, Environmental Consultant
April 9, 1996**

This summary includes individual sites previously identified for biological evaluation by interested local parties and Metro staff. Individual site descriptions are based upon a single site visit conducted on March 13th or March 18th, 1996. Many shrubs were beginning to leaf out, but most spring flowering plants were not showing. Consequently, the list of plant species identified during field surveys is not all inclusive of deciduous plants that may or likely exist on any individual site. Additional information on some sites may be found in the Greenspaces inventories conducted in 1990 and 1991 and the Goal Five Inventory conducted in preparation of the Southwest Hills Resource Protection Plan, Bureau of Planning, Portland 1991. For sites with potential to be included in the Metro Parks and Open Spaces program, additional biological information would be needed to develop site specific management plans.

Methods

Prior to and during field reconnaissance, information was gathered from all available sources on potential areas to be surveyed. Sources included the Tryon Creek Watershed Atlas, the Report on Historic and Current Fish Populations of Streams Within the Greater Portland Metropolitan Area, Tryon Creek Corridor Committee report on the Foley property, among other sources. Interviews were also conducted in the field with local residents, property owners, and representatives of various neighborhood friends groups. Aerial photos interpretation in conjunction with a review of topographic maps was completed to further identify sites that were greater than .75 acres and vegetated at least with overstory trees. Initially, eight potential sites were chosen for field investigation based upon the pre-field information review and recommendations by Metro staff of sites important to local residents.

Field surveys consisted primarily of a walk through noting all plant species, the presence, type, and condition of water features (e.g., springs, seeps, creeks), level of disturbance, complexity and diversity of observed plants and animals or their sign, interspersion or connection to other habitats, and unique features. Habitat value was calculated using the habitat parameters listed above. Notation was also made as to a site's potential for enhancement or restoration and whether it has the potential to provide flood storage or water quality benefits to aquatic wildlife (includes fish).

SITE DESCRIPTIONS

Site #1 - Arnold Creek Headwater area

Location: This site is located between SW 43rd and SW 39th streets to the west and east, and Arnold and Coronado streets to the north and south, respectively. The survey included ten acres of a recent Metro purchase, plus additional adjacent lands that border the new purchase.

Size: estimated 20 acres, of which approximately 2.0 acres would be new purchase

Description: This site is a mixed second-growth (young/mature) conifer-deciduous forest dominated mostly by native plants with some non-native invasive species along the periphery and where the habitat has been disturbed, such as along the recently installed sewer line. Dominant overstory trees include red alder, big-leaf maple, and Douglas-fir with some recruitment as sapling trees. Western red cedar is also present on the site. The shrub layer is well developed. Non-native shrubs include Himalayan blackberry existing as dense stands in border areas and the sewer line near the edge of the habitat, and English holly existing as mostly scattered individuals or small clumps.

Dead wood habitat occurs as scattered stumps and downed logs in varying age classes, many with root wads attached. There is recent windfall especially at the east end and some broken topped trees, mostly big-leaf maple. The creek had running water on the day of the site visit which was clear. The actual headwater seep at Palatine is located in a backyard and is highly disturbed. The seep area at the east end, on what I believe, is the park block site, exhibits hydrologic function, however, a trail runs through the middle of the seep and that area is highly disturbed. The parcels that have are adjacent to Metro's land and the park block essentially continue the habitat provided within the recent purchase. They provide additional buffer to the creek riparian area and the seep.

Wildlife species or their sign observed during the site visit include: golden-crowned kinglet, rufous-sided towhee, ruby-crowned kinglet, Steller's jay, pileated woodpecker (sign), dark-eyed junco, American robin, northern flicker, varied thrush, black-capped chickadee, winter wren (on territory), and band-tailed pigeon. Observed mammals included eastern gray squirrel, chickaree, and mole sign. According to local nearby residents coyote and raccoon have also been observed on the site.

Presence of TES species or other species of concern: Pileated woodpecker sign was observed on several trees within the site. No other species of concern were observed during field surveys.

Level of disturbance: The level of disturbance is relatively low throughout most of the site. Non-native invasive plants exist along the periphery and along the sewer line, however, the neighborhood and BES are in the process of removing much of the blackberry and replacing it with native plants. The headwater seep and the east end seep are highly disturbed.

Habitat Value: The site's habitat is high based upon the presence and diversity of native plants, the low level of disturbance, well-developed tree, shrub, and herbaceous layers, its size (which provides secure nesting habitat for some species), and the presence of water as a seasonal creek and seeps. Continued problems with non-native plant invading the site is likely high and the site is somewhat isolated from other habitats by virtue of its position in the stream continuum but connected hydrologically and by the continued forest cover to downstream areas.

Site #2: School District 1 Property located at 25th and Trachsel streets

Location: This site is bordered on the north by Trachsel Street and on the east by the dead-end of 25th Street. The northwestern border is city owned open space land and the southwestern border is Maricara Park.

Description: This site and the city-owned parcels to the west are composed of young/mature upland mixed conifer-deciduous forest with dominant overstory trees varying throughout the site. For the most part, the overstory on the School District site is dominated by an even-aged stand of Douglas-fir with an average diameter at breast height (dbh) of approximately 10 inches. Some scattered fir trees range from 20 to sometimes 30 inch dbh. The shrub layer is highly diverse. Salmonberry exists as a distinct stand in the moister part of the site near the large seep area described below. There are also seedling and sapling Cascara trees, and scattered hazelnut trees. A few western red cedar saplings are also present.

Canopy closure at leaf on is estimated to be 90% or greater with some small opening, e.g., near the trail which transects the property from east to west. Dead wood habitat is scattered as standing snags and as downed wood averaging 10-20 inch dbh in decay Class III to IV range (bark is soft or not present, insects have well worked tunnels, and the log may be embedded in the ground and covered with moss).

In the center to west end of the site, there is a large (estimated at approximately 2 acres) of headwater seeps. Water was running clear at the time of the field survey (March 18, 1996), emanating from a broad area and flowing south to Arnold Creek. Wildlife species or their sign observed during the site visit include: rufous-sided towhee, American crow, golden-crowned kinglet, black-capped chickadee, Steller's jay, pileated woodpecker (sign), winter wren (on territory), red-breasted nuthatch, brown creeper, pine siskin, hermit thrush, mourning dove, and band-tailed pigeon (feathers and part of a carcass), eastern gray squirrel, and chickaree (sign).

Presence of TES or other species of concern: Pileated woodpecker sign was observed in the site. Band-tailed pigeon is not a listed species, however, the Oregon Department of Fish and Wildlife (ODFW) has been closely monitoring this species because its primary habitat requirement, seeps or springs which are needed as a mineral source during breeding season, is becoming more scarce.

Level of Disturbance: low. This site includes a main trail and several smaller, but not frequently used, trails. Non-native plants can be found at the edges, but the site remains for the most part an intact native forest.

Habitat Value: Habitat value for this site is high, based upon the structural and species plant diversity, the mix of forest types--deciduous, coniferous, wet and upland, the presence of water and the existence of a headwater seep area, connection to adjoining open space which is relatively undisturbed and to other downstream habitats in the tributary and to mainstem Arnold Creek, dominance of native plants, and the presence of suitable habitat for species of concern.

The site is also large enough with a low level of disturbance to support nesting habitat for neotropical migrant birds, such as warblers and vireos.

Site # 3: Confluence area of three headwater tributaries to Arnold Creek

Location: This site includes the treed stream corridors of Arnold Creek tributaries located south of Arnold Street, north of Stephenson Street and east of SW 35th Avenue. It also includes a portion of the mainstem of Arnold Creek lying approximately due north of SW Oak Creek Drive. Most of this site is located on multiple parcels that compose private backyards.

Description: This multiple-ownership site generally consists of a mixed conifer-deciduous forest canopy of varying width depending upon encroachment from housing. Dominant overstory trees include Douglas-fir, red alder, big-leaf maple, and at the three tributary confluence area itself, western red cedar. The shrub layer in some places is predominantly Himalayan blackberry and in other places supports native species such as Indian plum, hazelnut, and sword fern.

Since access across private property was not provided, habitat typification was completed based upon peripheral views from several places and aerial photo interpretation. A gravel road crosses the creek near Lancaster Street; however, this road has been blocked at the south end, thereby eliminating car traffic. Wildlife species or their sign observed during the field survey include Steller's jay and rufous-sided towhee.

Habitat Value: Generally habitat value would be low to moderate for many bird and mammals species. Salamanders have been observed within the site (personal communication with resident on SW 35th); however, species identification has not been made. The site is essentially linear, disturbance level and potential is high, and non-native invasive plants are common. However, the site continues to provide shade and cover to the stream and what aquatic organisms that may live there. It is also connected upstream via one of the tributaries which originates in Mountain Park development and downstream to other areas on the mainstem of Arnold Creek.

Site # 4: Marshall Park Neighborhood Property

Location: This site is located between Lancaster and Collins Circle streets west of 18th Place.

Description: This site comprises approximately 10 acres of forested and pasture habitats. The west/southwest portion of the site is dominated by a western red cedar forest with approximately 90-95% canopy closure. Shrub and herbaceous vegetation within most of this forest is sparse due to the high degree of shading. The extreme ends of this forest habitat have a more developed shrub layer and include such native species as Indian plum, salmonberry, red elderberry, and snowberry; and non-native species such as Himalayan blackberry, English holly, and laurel. Non-native grasses, likely ryegrass and Johnson grass, can be found in these areas. Douglas hawthorne trees are also located south of the forested area.

Dead and down logs are scattered throughout the cedar forest and several new trees fell during the 1996 winter storms. Downed logs are mostly in the Class III-IV decay class, with the exception of new falls. Snags are few, but show signs of use by hairy woodpecker and sapsuckers.

North of Tryon Creek, the forested area is dominated by a mix of deciduous/conifer species, including big-leaf maple, red alder, Douglas-fir and western red cedar. Some of the big-leaf maple exceeds 20 inches dbh and a few showed signs of damage from winter storms.

Wildlife or their sign observed during the field survey on March 18, 1996 include black-capped chickadee, rufous-sided towhee, house finch, winter wren, raccoon, coyote, and garter snake. According to local residents, pygmy owl live in the cedar woods, and newts have been observed in the site.

Both the mainstem Tryon Creek and the tributary creek had clear running water at the time of the field survey. According to a neighbor, both streams run perennially, but at low levels during summer months.

In addition to the creeks, there are two smaller drainages on both sides of Tryon Creek. One is a small ditch several hundred yards west of Collins Court. This drainage appears to be a remnant stream from a seep area that may have existed on site prior to development of the pasture. It may also be indicative of drainage from uphill development, including the nursery. This small drainage feeds into mainstem Tryon Creek in the broader floodplain area, most of which is now in pasture with the exception of a narrow riparian strip along the mainstem. The other drainage is a relatively large feeder stream that originates on the west side of Lancaster Drive and flows through a steep vegetative canyon along the south border of the site. This stream borders housing lots on Broadleaf Street, but is relatively untouched by development and has good native plant diversity.

Habitat Value: Habitat value on this site ranges from moderate to high. Although the agricultural habitat is highly disturbed due to non-native plants and impacts from long-term grazing, the site does provide a mix of open fields, forest, and edge habitats that support or could support a variety of wildlife species. Vegetation is diverse both structurally and genetically.

The site can be enhanced and native plant dominance restored over time. Because the site sits on a broad flat and includes the confluence of major tributaries and the mainstem Tryon Creek, the site has great potential to provide stormwater and water quality benefits. If fish passage problems can be solved downstream, anadromous and resident fish could be restored to this part of Tryon basin, an area that likely supported these species historically.

Site # 5: Atwater Road Drainage

Location: Unnamed creek running east from Knaus Road south of Country Commons Road and, in part, parallel to the eastern portion of Atwater Road within the Lake Oswego urban

growth boundary. The site includes that portion of the creek that flows across the north-south (dead ended) portion of Atwater Road, south of Country Commons Road.

Description: The site is highly disturbed lacking in species and structural plant diversity. It includes agricultural fields to the west which are actively used for grazing. This pasture area is dominated by grasses and some scattered shrubs and trees, including Himalayan blackberry. Where the creek actually crosses the closed portion of Atwater Road (which is a small footpath), the area is flat and supports a wetland with open water and scrub-shrub components. Canopy closure at full leaf on is estimated to be about 75%. A few snags with cavities exist on site. The site is surrounded by suburban development, some of it very recent.

Below the site, the stream enters into an older established neighborhood. Here the creek runs behind houses and open areas within a steep canyon. The housing section of the creek shows typical disturbance, e.g., lack of shrubs and cleared areas as lawns or bare ground to creek side.

Habitat Value: Habitat value for this site is low due to the high level of disturbance, the likelihood of further habitat degradation from new development, the lack of native plant species and structural diversity, and lack of connection to other habitats with the exception of downstream to Tryon Creek.

Site # 6: Arnold Creek at SW 16th Drive

Location: Mainstem Arnold Creek including an area immediately west of SW 16th Drive following Arnold Street to Boones Ferry Road.

Description: This site includes the mainstem Arnold Creek channel and adjacent riparian area which is mostly dominated by a conifer dominated forest. Western red cedar, big-leaf maple, and red alder are dominant overstory trees. Shrub and herbaceous layers are well developed.

At SW 16th Drive, Arnold Creek drops in a dramatic waterfall. This falls is comprised of large boulders which may have naturally formed due to a landslide or could be the result of the cut and fill road development along Arnold Street and SW 16th Drive. The falls is likely a barrier to upstream migration of salmonid fishes. Large fir and cedar trees have fallen across the stream channel, providing shade to the aquatic environment and travel corridors for mammals and herpetofauna.

Habitat Value: Habitat value is moderate to high based upon the dominance of native plants, a well developed canopy of conifers and deciduous trees, structural and species plant diversity, and connection upstream on mainstem Tryon Creek and several tributaries.

Site #7 Headwater Tributary Area south and east of Collins Property

Location: This site is bounded on the north by Arnold Street, the south by the closed area of Coronado Street, the east by private lots off Palatine and Coronado streets, and the west by private lots along SW 16th Drive.

Description: This habitat is essentially an extension of the habitat at Site # 6 and the three-forked tributary headwaters become one stream which empties into Tryon Creek just downstream of Site #6. In this area, the forest is dominated in the overstory tree by big-leaf maple, mature western red cedar, and Douglas-fir in the drier upland area. Unstable slopes have been gravelled in some areas. The house on the site is located over a tributary stream.

Habitat Value: The habitat value for the entire site is generally high due to the dominance of native plants; species and structural diversity; connection to Arnold Creek; its size, which is estimated at 17 acres in several land ownerships; and its relatively undisturbed state. There are, however, some backyard impoundments in the upper reaches of the headwaters and flow was muddy during the site visit.

Site # 8 Property at the mouth of Tryon Creek

Location: This site is located east of Macadam(State Street, Lake Oswego) on Stampher Road in unincorporated Clackamas County.

Description: The site includes several houses and outbuildings along the west boundary and in the south central portion near the Willamette River. Currently most of what was lawn interspersed among cottonwood and other hardwood trees is now under up to four feet of sediment deposited in the February, 1996 flood.. This area is bounded on the south by the City of Lake Oswego's sewage treatment plant. A sewage treatment outfall is located on the site several hundred feet downstream of Macadam Road. Water from this outfall was brown on the date of the site visit, March 29, 1996.

The north side of Tryon Creek has been riprapped with large boulders. The creek channel on March 29, 1996, was confined to the south bank, which is steep and vegetated mostly with Himalayan blackberry. The channel will likely widen to its former boundary after the sediment has been washed into the Willamette. The east boundary of the site is the Willamette River. No riparian vegetation, with the exception of a few trees, is located along this shoreline which also has several feet of sediment deposit.

Presence of TES or other species of concern: None observed during the field survey. Anadromous fish, such as steelhead, migrate upstream through the site. According to the owner, Pacific lamprey were observed moving upstream about 2-3 years ago.

Habitat Value: Habitat value is low for this site, which is mostly developed as buildings, or is vegetated by an open canopy of hardwoods with lawn in the herbaceous layer north of Tryon Creek and dominated by mostly non-native shrubs with cottonwood and alder on the south

shore. There is one large pool downstream of Macadam Avenue which holds steelhead in their migration upstream. Disturbance and its potential is high and will likely remain so.

Site # 9 Property along SW Lancaster Road by SW 16th Drive

Location: The site is located along the west side of Lancaster Road between SW Palatine, approximately 600 feet below SW 16th Drive.

Description: This site includes approximately 15 acres of steep-sloped upland and riparian forest dominated by moss covered big-leaf maple with some patches of Douglas-fir. Dominant shrubs include Indian plum, Oregon hazel, red elderberry, and vine maple, all native species. Herbaceous vegetation includes trillium, sword fern, stinging nettle, and Pacific waterleaf. A drainage originates on the site and flows downhill eventually merging with Arnold Creek at the Arnold and SW 16th Drive intersection after passing through a rural residential area. A pair of mallards was observed in the pool during the site visit. Woodpecker sign was visible on some stumps.

Habitat Value: The habitat value of this site would be moderate based upon the structural and species plant diversity and the presence of water. However, the site has been fragmented from downstream forest habitat by Lancaster Road; it is narrow, and there is high potential for disturbance from adjacent development.

Site #9 Potential linkage property between Tryon and Marshall Parks

Location: This site is located at the dead end of Kari Lynn Drive northeast of SW 11th Drive. The site is bounded in part on the north, east and south by Tryon Creek State Park land.

Description: This site was typified from its periphery at Kari Lynn Drive and comparing the site using aerial photos to adjacent state land. The site is approximately 13 acres of native upland mixed conifer/deciduous forest habitat. Dominant overstory trees include mature and large western red cedar and big-leaf maple. The site crosses Tryon Creek mainstem (this area not surveyed). Non-native plants include English ivy and buttercup, which are known to be pervasive throughout Tryon State Park. Wildlife or their sign observed include American crow, American robin, golden-crowned kinglet, and woodpecker sign.

Habitat Value: Habitat value is generally high based upon the dominance of native plants, species and structural diversity, the presence of water, its relatively undisturbed condition, and connection to Tryon Creek and associated upland and riparian forests.

Site #10 Boones Ferry and Stephenson Road Neighborhood

Location: This site is located along Boones Ferry Road almost due east of the intersection with SW Stephenson Road.

Description: The site is an upland deciduous dominated forest that abuts Tryon Creek State Park to its east. Overstory trees also include western red cedar (including seedlings) which is found mostly as a linear strip along the western boundary and red alder. Canopy closure is estimated to be 80-85% at full leaf on. Shrubs include natives such as Indian plum, Oregon hazel, and hawthorne sp. seedlings. English ivy, English holly (as small trees), and clematis are found throughout the site. Ivy is the most pervasive invader. Herbaceous vegetation includes trillium, and Pacific waterleaf. No water source exists on the site.

The site is highly disturbed due to the extent of ivy on the ground and growing up many trees. There is a horse trail that also transverses the property. This trail is much used and provides runoff and sediment downhill into Tryon Creek.

Habitat Value: Habitat value is low due to the even-aged nature of the stand which is mostly big-leaf maple and the pervasive presence of non-native ivy, clematis, and holly. Disturbance is high and will likely continue. Restoration potential is low.

Site #11 Open space at Englewood Drive

Location: This site is located near the dead end of SW Englewood Drive east of Boones Ferry Road and west of Tryon Creek State Park.

Description: This site is a steep sloped forested area dominated by Douglas-fir, big-leaf maple, and red alder. Oregon hazel and Indian plum are dominant shrubs in the area observed along SW Englewood Drive. Non-native English ivy and English holly are pervasive. Small (less than 6 inch dbh) snags occur on the site as scattered individuals.

The area was likely a conifer forest that was harvested and not replanted so is now dominated by deciduous trees. The site is connected to open space parkland to the north, east, and south and by rural mini farms to the west. A very small portion of the tributary that begins south of SW Englewood Drive and flows along Meadows Way eventually emptying into Tryon Creek flows in the very southeast corner of the site.

Habitat Value: Habitat value for this site would be low due to low species and structural diversity, its lack of water, and the presence of non-native invasive plants.

Site # 12 Maplecrest Drive property

Location: SW Maplecrest Drive between 14th Place and SW Maplecrest Court, immediately east of Marshall Park.

Size: Estimated 2 acres

Description: The site is essentially rural residential property that includes a house, outbuildings, and a horse pasture downstream of Maplecrest Drive. The mainstem Tryon Creek runs through the east side of the property with a large pool just downstream of the culvert at SW Maplecrest Drive. The mainstem substrate is composed of gravels and cobble

with some sedimentation apparent. A tributary stream enters the site from the northeast and joins the mainstem south of the house. The mainstem and tributary were flowing clear on April 7, 1996, the date of the field survey.

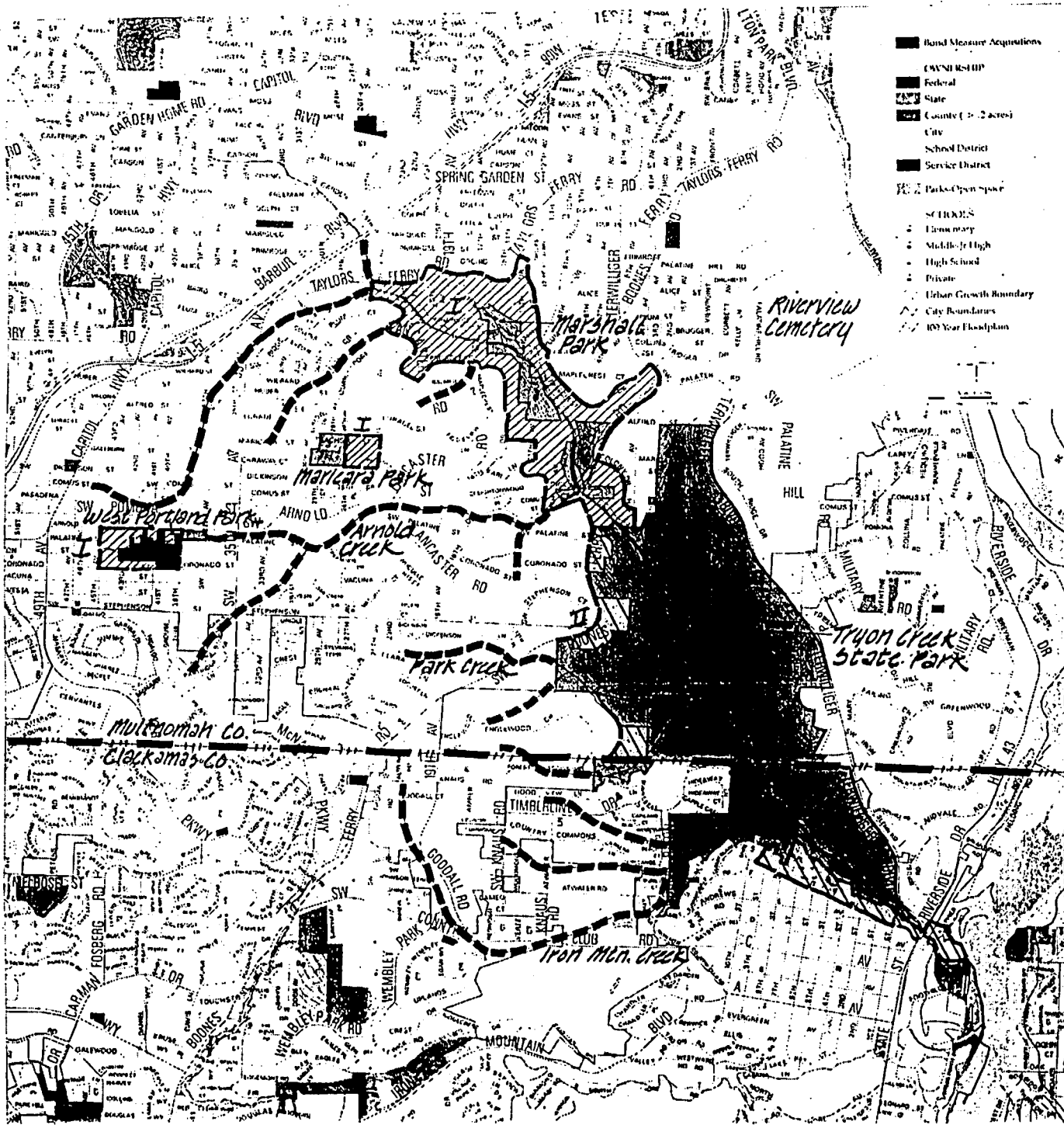
The middle of the site is dominated by a horse pasture. This area is wet and vegetated by grasses and forbs and is bounded by a chain link fence. The riparian vegetation consists of some shade conifers at Maplecrest Drive and no trees or shrubs within the pasture itself. Overstory trees on the west and east sides of the pasture include western red cedar and big leaf maple. On the west side of the site, overstory deciduous and coniferous trees range from 60-80 feet with average dbh of 15 inches. Ages likely range from young/mature (40-60 years average) to tall saplings. There are also some western hemlock seedlings in this forest. Wildlife species or their sign observed during the site visit include American crow, song sparrow, and black-capped chickadee.

Level of disturbance: The level of disturbance is high on this site, although native plants dominate the forested areas. The pasture is heavily used and there is virtually no riparian vegetation along the stretch of the Tryon Creek that transverses the property.

Habitat Value: Habitat value is generally low for this site with the exception of the west side forest which although small is dominated by native species and has a moderately developed shrub layer. The site has water and is connected vegetatively to upstream Tryon Creek aquatic and upland habitats, and downstream to Marshall Park and the tributary stream and its associated riparian forest at Maplecrest Drive. The site has good potential to be enhanced and the riparian and aquatic habitats restored.

Special Note on Aquatic Habitat:

Fish passage at Boones Ferry Road is now blocked by a perched culvert. Passage could be made available if 1) ODOT replaced the existing culvert with one designed to allow passage, or 2) the pool area immediately downstream of Boones Ferry were deepened by the placement of a berm at the downstream end of the pool (Uchiyama property). Placement of a berm in this area would raise the water level to allow anadromous and fish to pass upstream to suitable habitat that now exists in the mainstem and in Arnold Creek. The storm event in February resulted in major bank building in the floodplain at the confluence of Arnold and Tryon Creeks (north of Boones Ferry Road). This will provide long-term benefits to riparian habitat which had been lost due to previous bank undercutting. The addition of streamside shrubs both above and below this culvert would make this area passable and provide better instream habitat for prey.



- Bond Measure Acquisitions
- OWNERSHIP
 - Federal
 - State
 - County (1-2 acres)
 - City
 - School District
 - Service District
- Parks/Open space
- SCHOOLS
 - Elementary
 - Middle/Jr High
 - High School
 - Private
- Urban Growth Boundary
- City Boundaries
- 100 Year Floodplain

Agenda Item 7.2

Resolution No. 96-2231, *For the Purpose of Approving a Refinement Plan for the Fanno Creek Greenway Target Area as outlined in the Open Space Implementation Work Plan.*

**Metro Council meeting
Thursday, May 16, 1996**

BEFORE THE METRO COUNCIL

FOR THE PURPOSE OF APPROVING A	)	RESOLUTION NO. 96-2331
REFINEMENT PLAN FOR FANNO CREEK)	
GREENWAY TARGET AREA AS	)	Introduced by Mike Burton
OUTLINED IN THE OPEN SPACE	)	Executive Officer
IMPLEMENTATION WORK PLAN)	

WHEREAS, in July 1992, Metro completed the Metropolitan Greenspaces Master Plan which identified a desired system of natural areas interconnected with greenways and trails; and

WHEREAS, at the election held on May 16, 1995, the electors of Metro approved Ballot Measure 26-26 which authorizes Metro to issue \$135.6 million in general obligation bonds to finance land acquisition and capital improvements pursuant to Metro's Open Spaces Program; and

WHEREAS, Fanno Creek Greenway was designated as a Greenspace of regional significance in the Greenspaces Master Plan and identified as a regional target area in the Open Space, Parks and Streams Bond Measure; and

WHEREAS, in November 1995, the Metro Council adopted the Open Space Implementation Work Plan, which calls for a public "refinement" process whereby Metro adopts a Refinement Plan including objectives and a confidential tax lot specific map identifying priority properties for acquisition; and

WHEREAS, Resolution No. 95-2228 authorizes the Executive Officer to purchase property with accepted acquisition guidelines as outlined in the Open Space Implementation Work Plan, now therefore,

BE IT RESOLVED,

That the Metro Council adopts the Fanno Creek Greenway Refinement Plan, consisting of objectives and a confidential tax lot specific map identifying priority properties for acquisition, authorizing the Executive Officer to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan adopted in November, 1995 and in Resolution No. 95-2228.

ADOPTED by Metro Council this _____ day of _____, 1996.

Jon Kvistad, Presiding Officer

Approved as to Form:

Daniel B. Cooper, General Counsel

Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2331, FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE FANNO CREEK GREENWAY TARGET AREA AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN

Date: April 26, 1996

**Presented by: Charles Ciecko
Jim Desmond**

PROPOSED ACTION

Resolution No. 96-2331 requests the adoption of Target Area boundaries and objectives for the Fanno Creek Greenway Target Area. These boundaries and objectives will be used to guide Metro in the implementation of the Open Space Bond Measure.

BACKGROUND AND ANALYSIS

The target area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) was as follows:

"Beaverton vicinity, Fanno Creek Greenway. Acquire up to 12 miles of trail corridor along the greenway."

In the 1992 Green Spaces Master Plan the target area was described as follows:

"Fanno Creek Greenway (Fanno Creek Watershed). Fourteen-mile stretch through residential, commercial and industrial lands. Densely forested land and scattered wetlands in upper reaches. Cutthroat trout habitat in some areas."

Target Area Description:

The Fanno Creek watershed drains the west side of the Tualatin Mountains and West Hills, running through parts of the City of Portland, Multnomah County, Washington County, and the cities of Beaverton, Tigard and Durham. Fanno Creek meanders approximately 14 miles through residential, commercial and industrial lands before entering the Tualatin River. The upper reaches and headwaters of Fanno Creek are in a semi-developed state and still contain isolated wetland and forest remnants. The lower reach, which runs through Beaverton, Tigard and Durham, has significant amounts of riparian corridor in public ownership.

There are several significant tributaries to Fanno Creek: east of Highway 217, they include Sylvan, Ivey, Pendleton, Vermont, Wood, Progress, Ash, Red Rock and Ball creeks; west of Highway 217 are Belton, Hiteon, Summer, and Pinebrook creeks.

The creek as a whole shows clear signs of degradation as a result of stormwater runoff from impervious surfaces and individual development within the watershed.

Land use protection for Fanno Creek varies from jurisdiction to jurisdiction. For a summary of current land use requirements see Appendix A.

Refinement Process

The Open Space Implementation Work Plan adopted by the Metro Council in November 1995, required that a Refinement Plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax-lot specific map identifying priority properties for acquisition, enabling Metro to begin the acquisition of property and property rights as detailed in the Open Spaces Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters and Due Diligence* guidelines of the Open Spaces Implementation Work Plan.

During the refinement process, field visits were conducted by Metro staff and environmental and planning consultants, biological assessments were undertaken on several important parcels; and planning documents were assessed. Twenty-two individuals were interviewed, representing property owners, governmental agencies, natural resource experts and non-profit advocacy groups. The stakeholders interviewed and a summary of their comments are listed in Appendix B.

A public workshop was conducted on April 16, 1996, at the Beaverton City Hall to discuss the overall target area and the proposed program objectives. Approximately 52 persons attended the workshop; 27 attendees completed the questionnaire distributed by staff. Key elements emphasized were protection of the watershed and the tributaries that feed Fanno Creek for water quantity and quality, followed by connecting links to open space natural areas, parks, trails, and greenways. Wetland and riparian corridors ranked highest for other interests to be considered, followed by preservation and restoration of natural wildlife habitat.

Q. #1. Prioritization of Key Elements	First Preference	2nd	3rd	4th	5th	6th
Protection of watershed & tributaries	45%	15%	7%	26%	7%	0
Links to open spaces, etc.	23%	18%	23%	22%	7%	7%
Acquisition of 100 year flood plain	19%	34%	26%	11%	3%	7%
Pedestrian/bike paths	11%	23%	23%	7%	29%	7%
Large acreage for passive recreation	7%	7%	19%	18%	38%	11%

* Not all respondents answered all questions.

Q. #2 Other Interests for Consideration	First Preference	2nd	3rd	4th	5th	6th
Wetlands & riparian corridors	63%	26%	4%	4%	0%	3%
Natural wildlife habitat	29%	60%	11%	0%	0%	0%
Public access	11%	11%	15%	49%	3%	11%
Educational opportunities	0%	3%	60%	7%	15%	15%
Picnicking areas	0%	0%	3%	18%	56%	23%

Questions and comments from the floor are summarized in Appendix C. A copy of the questionnaire is attached as Appendix D.

Regional Parks and Greenspaces Advisory Committee

A presentation of the staff report was given by Metro staff and its consultants at a public meeting at Metro Regional Center on April 25, 1996. The Advisory Committee voted to recommend adoption of the objectives with an amendment to Appendix E (Challenge Grant Guidelines). The amendment recommended the following:

1. Grant money may not be used to purchase "developer set-asides.
2. Any property purchased must have creek frontage or wetland features.
3. The property must contribute benefits to the Fanno Creek watershed.
4. All grant projects must be approved by the Advisory Committee.

Appendix E has been modified to reflect items 2 and 3. Items 1 and 4 were not included because of the following:

- There may be a need to purchase a "developer set-aside" in order to allow public access, or to restore the site.
- Presenting potential purchases to the advisory committee would be difficult because of the "confidentiality " problem and the need to respond quickly to an opportunity (the advisory committee meets once a month).

Findings:

- Fanno Creek is a regionally significant natural resource due to its fish, wildlife, recreation and educational value. In order to complete the greenway system in the Beaverton/ Tigard vicinity, the major emphasis for acquisition must be placed on the main stem of Fanno Creek. Significant amounts of riparian corridor are already in public ownership, however major portions are not protected and need to be acquired in order to have a continuous greenway.
- The main stem of Fanno Creek is fairly intact from the mouth to Vista Brook Park. From Vista Brook Park, the creek splits into numerous tributaries which have been highly urbanized. There is no logical greenway pattern that can be established in the northern portion of the watershed. The greenway/corridor will need to consist mainly of street access linking isolated parcels.
- When possible, Metro acquisitions should be multi-purpose. Special emphasis should be placed on connecting the greenway/corridor to other public facilities and regional target areas such as the Tualatin River Greenway, Beaverton Creek Trail, Summer Creek Trail, Marquam/Wildwood Trail, Terwilliger Greenway and Tryon Creek State Park.
- The riparian corridor is important to protect on all portions of the creek and its tributaries in order to enhance water quality and habitat value. Emphasis should be given, however, to the creek confluence's, tributary headwaters (particularly those located in the upper reaches of the watershed), the gaps in public ownership, and the mouth of Fanno Creek where it enters the Tualatin River.
- Flooding is a significant problem in the Fanno Creek watershed. When possible Metro should work with local agencies to acquire properties that could limit future flood damage.

- Significant wetlands need protection along Sylvan, Pendelton, Woods and Ash creeks. A challenge grant account should be established to leverage available financial resources.
- Land acquisition alone will not sufficiently protect water quality, fish/wildlife habitat, or recreational values of Fanno Creek. Other strategies including careful stormwater management, education, and effective stream buffers will be required.

GOAL:

Establish 12 miles of greenway along Fanno Creek and its tributaries in order to protect water quality, fish, wildlife, and recreational values.

OBJECTIVES:

The following are prioritized specific objectives of the Fanno Creek Greenway Refinement Plan.

Tier I Objectives:

- Complete a continuous greenway along the main stem by acquiring stream-front lands between the Tualatin River and Vista Brook Park.
- Encourage participation of other governments and non-profit organizations in the protection/enhancement of water quality and water quantity by establishing a challenge grant account for land acquisition along the following Fanno Creek tributaries:
 - Pendleton Creek
 - Woods Creek
 - Sylvan Creek
 - Ash Creek

The challenge grant funds shall be administered as detailed in Appendix E.

Partnership Objectives:

- Encourage local jurisdictions to establish linkages between the Fanno Creek Greenway and the following existing or planned features:
 - Tualatin River Greenway
 - Beaverton Creek Trail
 - Summer Creek Trail
 - Marquam Trail/Wildwood Trail
 - Terwilliger Greenway
 - Tryon Creek State Park

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 96-2331.

Fanno Creek Greenway

Planning and Land Use Opportunities/Limitations

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitations
Ash Creek (headwaters, north and south forks)	Portland Basin: 644 acres [The Fanno Creek basin covers 4,700 acres of SW Portland.]	Environmental Overlay Zones [Coordination with Portland's ongoing SW Community Plan process is imperative. Among other opportunities may be the potential for creation of public recreational trail designations along Fanno tributaries in the City's Comprehensive Plan.]	<p>Segments of the south Ash Creek fork in the vicinity of Dickinson Road are within the Environmental Protection zone. These segments reflect the fragmented nature of the creek corridor, which is interrupted by existing housing development between 59th and 64th Ave. The Environmental Conservation zone provides a buffer outside of the Protection zone and continues north and east of Dickinson Park. The Conservation zone permits controlled development whereas the Protection zone prohibits most development (trails and restoration work allowed after review). The large parcel west of the park (a wooded ravine) should be considered as a possible target site for title or easement acquisition.</p> <p>The north Ash Creek fork flows across mostly developed, medium-density residential lots. The corridor is within a Protection zone with a Conservation zone buffer between the City limits and SW 55th Ave. Additional Environmental zone (E-zone) areas are located south of the creek near Brugger Rd. The developed lot pattern will make any greenway proposals in this subbasin a challenge; such a greenway, however, if found to be feasible, would provide a link between Moon Shadow and Woods Creek Parks.</p>
Ash Creek (north and south forks, main stem)	Washington Co. Basin: 1,118 ac.	Significant Natural Resource	<p>County maps identify areas where Significant Natural Resources (SNR) likely exist; it is left to the developer to determine/delineate the extent of the resource. An array of SNR designations exist along both forks of Ash Creek, including wildlife habitat, water areas and wetlands. Widths of SNR designations vary between 0 (several gaps exist) and 500 feet. Based on the Code provisions (Section 422), a minimum 25-foot setback from Ash Creek is expected with additional setbacks depending on the findings of the developer's consultant. There is evidence of development within SNR areas suggesting that the effectiveness of this regulation needs field verification.</p> <p>Both forks have identified park deficient areas near the Portland City Limits. Scenic features are also identified near the City Limits, and at Metzger Park and Hwy. 217.</p>
Ash Creek (confluence with Fanno Creek)	Tigard Basin: 785 acres	Sensitive Lands	<p>The main stem of Ash Creek is designated on Tigard's Sensitive Lands map with both wetland and floodplain resources. Tigard and other jurisdictions in Washington County apply the Unified Sewerage Agency 25-foot setback standard from streams and wetlands. This standard does not provide full resource protection, however, because development is still permitted using buffer averaging and/or impact mitigation.</p> <p>Tigard requires floodplain and trail dedication with most development, but this was challenged (and struck down for a particular site) in <i>Dolan v. City of Tigard</i>. The Sensitive Lands ordinance remains in effect today though the City Attorney is now preparing amendments to permit easements in lieu of land dedication.</p>

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitations
Ball Creek	Lake Oswego Basin: 866 acres [The lower 2,700 feet (174 acres) of Ball Cr. is in Tigard with a 25' Sensitive Lands buffer (it widens to 300' at Fanno confluence).]	Major Stream Corridor Buffer Zone [Other regulations apply to tree removal, steep slopes, etc. but these are neither specific to the riparian corridor nor do they provide significant resource protection.]	Ball Creek channel, its banks and a 25-foot area beyond the top-of-bank are part of the buffer zone. Actual buffer zone boundaries may differ and are normally established at the time of development application. Development in buffer is subject to standards that include a no-feasible-alternatives test and a loss-of-economic-use test. Recreational trails and facilities, road and utility crossings, and stormwater facilities are permitted. The creek passes two school sites (Oak Creek Elementary School and Portland Community College) and may offer associated education/restoration opportunities. However, connectivity between schools and lower Ball and Fanno Creeks is limited by housing developments. Southwood Park could serve as a local hub, particularly if expanded through acquisition (fee title or other) of forested ravines to south. A pond in Southwood Park (north of sewer plant) is identified as a Distinctive Natural Area (see further discussion of DNAs below).
Carter Creek	Lake Oswego Subbasin of Ball Creek (accounts for half of Ball Cr. acreage noted above)	Major Stream Corridor Buffer Zone	The same Lake Oswego buffer zone standards apply as those for Ball Creek. Corridor has the potential to link Fanno Greenway to Waluga Park (and points east such as Iron Mountain Park) while passing special features such as the Distinctive Natural Area discussed below. Conservation/trail easements within buffer zone may be an attractive option for developers who can appreciate the amenity value of a connected greenway serving their development and who have no other beneficial use of the buffer.
Douglas fir grove along Carter Creek (and other Distinctive Natural Areas in subbasin)	Lake Oswego Acreage varies	Distinctive Natural Area	A Douglas fir grove located south of Meadows Road and north of Carter Creek is identified by the City as a Distinctive Natural Area (DNA). The area is zoned for Commercial/Industrial use and requires a 15 percent open space/park land set-aside for new development (some exceptions apply). Proximity to Carter Creek and set-aside rule may permit incorporation into greenway. Two other Douglas fir groves (DNAs) are located within the subbasin. One is north of Burma Road between Bangy and Kimball Court. This grove is separated from Carter Creek by Bonita Road and has limited potential for incorporation into a greenway corridor. The other grove is west of Peters Road and is surrounded by existing housing development; this grove also is a substantial distance from either Carter or Ball Creeks. Both of these Distinctive Natural Areas appear to be too isolated to incorporate as a local link in the greenway system. One additional DNA—the Kruse Oak/Ash Forest—is located north of Kruse Way near Westlake Drive. This forest, like the groves discussed above, is isolated by roads and development. However, potential integration exists if a roadway link were to be established between Carter Creek and Westlake Park.

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitations
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<p>Fanno Creek (unnamed headwater tributaries--<u>north</u>)</p>	<p>Multnomah Co. Basin: 258 acres</p>	<p>Hillside Development and Erosion Control [New Significant Environmental Concern regs took effect Oct. 7, 1995 but do not apply to urban areas (i.e., within the UGB) such as this.]</p>	<p>This reach of Fanno Creek headwater tributaries is not directly or effectively protected by Multnomah County regulations. The Hillside Development and Erosion Control regulations provide limited, indirect conservation measures. A Hillside Development Permit is required in hazard areas (which apply only in the northwest corner of this sub-basin) or in areas exceeding 25% slope. If a permit is required, a geo-tech report must be prepared. However, based on consultations with geo-technical engineers, development within these steep or hazard lands will always be possible if funding is available for site engineering.</p> <p>This area will eventually annex to the City of Portland and receive Environmental zoning but current annexation plans (through 1997) do not include this area.</p> <p>This County section consists of two headwater tributaries that would be dry during the primary (summer) greenway use season. Nevertheless, the corridors remain forested and existing open space set-asides north of Thomas and 53rd Park and possible future PUD set-asides along the west creek fork could potentially be linked south to Fanno.</p>
<p>Fanno Creek (unnamed headwater tributaries--<u>north</u>)</p>	<p>Portland Basin: 1,020 ac.</p>	<p>Environmental Overlay Zones</p>	<p>This area is located between the Ivey and Sylvan Creek subbasins; jurisdiction is split between Portland and Multnomah County. As discussed above, there is essentially no protection in place for the creeks within the County. By contrast, Portland E-zones protect a 100-foot wide corridor along the creek.</p> <p>Greenway planning becomes challenging here because the tops and bottoms of these tributaries are in Portland while their middle reaches are in the County. As noted above, the unincorporated County land will annex to the City of Portland but no current annexation plans are in place. The two tributaries that appear to have the greatest greenway potential are: 1) the creek that passes Thomas and 53rd Park, and 2) the creek near SW Shattuck Road. Both creeks have a combination of large and/or undeveloped lots and existing open space set-asides. The latter creek (2) might serve as a connection to Council Crest Park and from there to downtown Portland via Marquam Nature Park and the Terwilliger Parkway.</p>
<p>Fanno Creek (unnamed headwater tributaries--<u>south</u>)</p>	<p>Portland Basin: 1,000 ac.</p>	<p>Environmental Overlay Zones</p>	<p>This is the far eastern headwaters of Fanno Creek. Protection measures in this area vary from Conservation zoning (along most of main stem Fanno) to Protection zoning (along most of the small headwater tributaries). Like the greenspaces themselves, the environmental zoning is somewhat fragmented. A large protected area is located along a forested ravine north of Hillsdale Park and Gray School.</p> <p>Existing development patterns may force some greenway linkages onto existing roads. As the easternmost point in the Fanno basin, this area could provide an important east-west link to the Terwilliger Parkway and points north and south.</p>

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Restrictions
Fanno Creek (main)	Beaverton Basin: 2,140 ac.	Significant Natural Resource Areas [Floodplain and Significant Tree regulations also apply.]	The reach of Fanno Creek passing through Beaverton is designated as a Significant Natural Resource Area (SNRA). Most of this area is City-owned open space (Fanno Creek Greenway). Upstream of Denney Road the creek crosses privately-owned, large lots that are "developed" outside of the SNRA area. This northern reach contains a more intact forested riparian corridor than the City greenway which lacks riparian vegetation in many areas. The entire reach of Fanno through Beaverton is protected by Floodplain and Significant Tree regulations as well as its SNRA designation. Beaverton is reported to have the most stringent regulations in Washington County. Other SNRAs are located at Hyland Forest, at the west end of the Whitford Middle School, and north of Hackmore Ct. near 130th Ave. These areas are islands of forest surrounded by roads and development and are not associated with riparian corridors.
Fanno Creek (main)	Clackamas Co. Basin: 203 acres	Not applicable	This small section of Clackamas County technically is part of the Fanno basin but no watercourses or resource areas are located here. The subbasin is a residential community severed from any possible links to the Fanno Creek Greenway by Interstate 5 and existing industrial development in Tigard.
Fanno Creek (main)	Tigard Basin: 3,767 ac.	Sensitive Lands	The main stem of Fanno flows from Beaverton into Tigard where it is in a Sensitive Lands buffer varying in width between 200 and 800 feet. Both floodplain and wetland resources are designated as Sensitive Lands. Streams and wetlands receive a 25' setback under the USA requirements (see discussion for Ash Creek). However, this setback can be encroached upon through setback averaging or impact mitigation. As noted below, Tigard normally requires that development stay out of floodplains. This reach of Fanno includes the A-Boy Plumbing site at Main Street which was the subject of the U.S. Supreme Court case, Dolan v. City of Tigard. No significant changes have transpired since the court's decision was issued except that Tigard is now relying more on floodplain and trail easements than on land dedications.
Fanno Creek (main)	Washington Co. Basin: 1,040 ac.	Significant Natural Resource	Significant Natural Resource designations apply to Fanno Creek but vary in width from 25 to 500 feet or more. One designated "significant natural area" (SNA) is located along Fanno north of Vermont St. and east of Nicol Rd. This SNA also is an identified scenic feature and links the Portland Golf Club with Bauman Park. As such, the site may be an important target acquisition site. Parts of this area will annex to Beaverton and parts to Portland; however, annexation boundaries, schedule and proposed resource regulations have not been determined.
Fanno Creek (confluence w/Tualatin)	Durham Basin: 151 acres	Greenway District	Durham's Greenway District is essentially a floodplain ordinance with limits on siting of structures within the 100-year floodplain. Durham requires dedication of floodplain areas to the City, but requirements appear ambiguous. Except for the northern 600' of Fanno near the railroad, all of greenway is already part of Durham City Park.

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitations
Ivey Creek	Portland Basin: 304 acres	Environmental Overlay Zones	<p>Ivey Creek is a small tributary to Fanno that splits into two forks south of Hamilton Street. The north fork passes Hamilton Park. The creek is within continuous Protection zones (of 100 feet or more width) for most of its length. Conservation zones provide an additional buffer along certain parts of the creek.</p> <p>Some large lots and open space set-asides exist, particularly south of the park. A greenway link between the park and Fanno may be possible via conservation/trail easements. Council Crest Park is located at the top of the subbasin and is the closest park or potential greenway feature to downtown Portland within the Fanno basin. Links from the park to downtown via Marquam Nature Park and the Terwilliger Parkway may be possible.</p>
Pendleton Creek	Portland Basin: 231 acres [The last 1,000' (9 ac.) of creek is in Washington Co with 25' buffer.]	Environmental Overlay Zones	<p>Pendleton Creek is a small subbasin at the western boundary of Portland. Protection zones follow the creek between about 54th Avenue and the City limits. A large area of Conservation zone covers the forest north of the Alpenrose Dairy site (see comments for Vermont Creek). North-south linkages between the typically east-west corridors (e.g., Woods Creek, Vermont Creek and Fanno's main stem) could potentially be established through the forest and a redeveloped dairy site, and/or via Fairvale Court (through or adjacent to Pendleton Park and Hayhurst School).</p>
Summer Creek	Beaverton Basin: 1,332 ac.	Significant Natural Resource Area [Floodplain and Significant Tree regulations also apply.]	<p>SNRA protection along Summer Creek headwater tributaries ranges in width from 0 (where gaps exist) to 300 feet. The City inventory also shows scattered areas of Significant Trees in the Summer Creek basin. The largest of these, south of Weir Rd. near 160th Ave., is now mostly built out with housing and the Nancy Ryles school.</p> <p>Numerous large, undeveloped lots can still be found along portions of the Summer Creek tributaries and may be possible target sites for title or easement acquisition.</p>
Summer Creek/Bull Mountain	Tigard Basin: 1,248 ac.	Sensitive Lands	<p>The Bull Mountain area in the south part of the Summer Creek subbasin has been annexed incrementally to the City of Tigard, with large parcels yet to be incorporated. Slopes over 25% are designated Sensitive Lands; however, these lands can and are being readily developed subject to erosion and geo-technical standards. At the base of Bull Mountain, beginning in Jack Park, a Summer Creek tributary is protected with a Sensitive Lands (wetland) designation. Here, as in other parts of Washington County, the 25-foot Unified Sewerage Agency setback standard applies. This standard does not provide full resource protection, however, because development is still permitted with buffer averaging and/or impact mitigation.</p> <p>Though the slope provisions will not protect Bull Mountain, there is evidence that the stream corridors are receiving some open space set-asides when development occurs. Streamside linkages through these open spaces may be possible to connect Jack, Summerlake and Woodard Parks, as well as Fowler and Mary Woodward Schools.</p>

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitations
Summer Creek/Bull Mountain	Washington Co. Basin: 1,363 ac.	Significant Natural Resource	<p>The northern slopes of Bull Mountain support the headwater tributaries to Summer Creek. Both the slopes and the tributaries are designated SNRs; the slopes west of the BPA/PGE power lines are "wildlife habitat" while the slopes to the east are "significant natural areas." The Bull Mountain slopes are also designated scenic features. North of Bull Mountain, Summer Creek tributaries are also designated SNR.</p> <p>Despite these protection designations, some of these slopes and riparian corridors have already been developed which suggests, as previously mentioned, that the regulations do not effectively protect natural resources. Portions of Bull Mountain have recently been annexed to Tigard which has designated slopes over 25% as Sensitive Lands. Acquisition should be considered at Bull Mountain and along Summer Creek tributaries before future development cuts off existing access corridors.</p>
Sylvan Creek (headwaters)	Multnomah Co. Basin: 266 acres [The northern-most tip of this creek (81 acres) begins in Portland, where it also has no environmental protection.]	Hillside Development and Erosion Control [New Significant Environmental Concern (SEC) regulations took effect October 7, 1995 but do not apply to urban areas such as this.]	<p>This stream and associated tributaries in unincorporated Multnomah County are not directly protected. A Hillside Development Permit is required in hazard areas (which applies only along the easternmost border of this sub-basin) or in areas exceeding 25% slope. These regulations do not provide effective protection for the stream corridor as discussed previously for the County portion of Fanno Creek headwaters.</p> <p>Two areas of the Sylvan Creek portion of Multnomah County are slated to be annexed to the City of Portland. The Highlands subdivision and parts of Sunset Hwy. corridor are planned for annexation June 30, 1996; the 1995 Street of Dreams area is scheduled for June 30, 1997. A Boundary Commission meeting on this subject was held February 8, 1996. With no County SEC protection, the City will annex these areas without automatic protection; based on adjoining City E-zones, Protection and Conservation zoning along the creek can be expected but may be delayed for months if not years.</p> <p>The 1995 Street of Dreams development set aside open space areas along the creek that could provide some north-south connectivity; access south into Washington County becomes a problem, however, due to the existing housing development pattern.</p>
Sylvan Creek (headwaters)	Washington Co. Basin: 419 acres	Significant Natural Resource	<p>Though some wooded riparian corridor remains, this area of Sylvan is too densely platted and developed to provide real greenway opportunity. Raleigh Wood Park, though close to the main stem of Fanno, is isolated from it by major development at the Scholls Ferry Rd./Beaverton-Hillsdale Hwy. interchange. Though annexation boundaries are presently in dispute, this area will most likely annex to Portland rather than Beaverton. Metro is helping to mediate the dispute and is responsible for coordinating and approving the boundary determination.</p>

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitations
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Vermont Creek	Portland Basin: 773 acres [The outfall of this creek (last 700 feet, 38 acres) is in Washington Co. where it is identified as a SNR.]	Environmental Overlay Zones [Coordination with Portland's ongoing SW Community Plan process is imperative.]	Vermont Creek received slightly unusual treatment by the City in that Protection zones were adopted without the typical Conservation zone buffer. The creek is still reasonably well protected within an average 100-foot wide corridor. Existing development patterns have restricted the riparian corridor width and fragmented some of its connectivity. A Fanno Creek Resource Center is proposed along the creek at Shattuck and Vermont. Links downstream to Bauman Park and on to the Alpenrose Dairy site (see discussion for Fanno, Washington County). Redevelopment options that include recreational facilities are contemplated for the Alpenrose Dairy site in the SW Community Plan. Gabriel Park, near Vermont Creek headwaters, is one of the largest parks in the Fanno Basin. While a connected greenway system along Vermont Creek could be difficult to achieve, multi-modal connections (primarily pedestrian and bicycle) over local streets from the park to other parts of the greenway system (such as Woods Creek) could be accomplished relatively easily. Multnomah Community Center and St. John Fisher, Maplewood and Hayhurst Schools are all within walking distance of Gabriel Park.
Woods Creek	Portland Basin: 550 acres	Environmental Overlay Zones	Woods Creek is possibly the most intact riparian corridor within Portland's roughly 4,700-acre headwaters section of the Fanno Creek basin. Beginning at Woods Memorial Park, the corridor is covered by Protection zones as wide as 300 feet with a surrounding buffer of Conservation zones which occasionally cover an additional 500 feet or more. The presence of undeveloped lots (both large and small) and three parks--Woods, April Hill and Hideaway (nearby in Washington County)--make this functioning corridor an opportune greenway target area. While the creek and some of its riparian corridor are protected, acquisition of trail easements would still be required. Since many contiguous lots are undeveloped and topographically constrained, fee title purchase may prove a worthwhile acquisition tool. The proximity of local schools--Maplewood and Smith--offers education and restoration opportunities as well (Portland Parks has worked with these schools on education/restoration projects in the past).
Woods Creek	Washington Co. Basin: 236 acres	Significant Natural Resource	County maps show a patchwork of habitat, water area and open space designations. As discussed for Ash Creek (above), minimum 25-foot creek buffers can be assumed. Hideaway Park and identified scenic resources are located near the Portland City Limits. The Woods/Fanno Creek confluence is in the Portland Golf Club. Public pedestrian access through the Club may not be desirable, although use of the forest groves between fairways may be feasible (in a manner similar to the public recreational trail at Glendoveer Golf Course and others).

APPENDIX B

Greenspace Planning and Public Involvement - Fanno Creek

CONTACT LIST

(April 18, 1996)

Cont. P	Name	Affiliation	Address	Phone	Fax	Cont. Resp.	Date Cont.	Comments
1	Bill Barber	Metro, Transportation (Bicycles)	600 NE Grand Ave Portland, Oregon 97232	797-1758		MW / MF	3/20	<ul style="list-style-type: none"> • need east-west connections and access points • greenway important for recreation and transportation – "the scenic route" • greenway important as incubation site for beginning bikers • need redesign of some existing segments
1	Andy Cotugno	Metro Transportation	600 NE Grand Ave. Portland, Oregon 97232	797-1763		MW / MF	3/20	<ul style="list-style-type: none"> • get as much connectivity as possible [connect Tualatin River with Terwilliger/Markham] • combination of sidewalks / bike paths greenway / natural areas / parks • match local option projects to Greenway goals • greenway connection most important in high density areas
1	Allison Dobbins	Metro, Transportation (pedestrians)	600 NE Grand Ave. Portland, Oregon 97232	797-1748		MW / MF	3/20	<ul style="list-style-type: none"> • connect schools and neighborhoods to designated greenway access points along route • integrate sidewalk construction to greenway access
1	Dave Drescher	Metro, DRC	600 NE Grand Ave. Portland, Oregon 97232			MW	1/30	<ul style="list-style-type: none"> • background - Fanno Creek Greenway
1	Lori Faha	Tualatin Basin designated management group	USA	648-8730		MW / MF	3/19	
1	Rosemary Furfey	Metro Growth Management	600 NE Grand Ave. Portland, Oregon 97232	797-1726		MW	3/26	<ul style="list-style-type: none"> • 100 year floodplain out of developable land in 2040 plan • working on code language for natural resource protection • storm water management <u>not</u> included in current work

Greenspace Planning and Public Involvement - Fanno Creek

CONTACT LIST *continued*

<i>Cont P</i>	<i>Name</i>		<i>Affiliation</i>	<i>Address</i>	<i>Phone</i>	<i>Fax</i>	<i>Cont. Resp.</i>	<i>Date Cont.</i>	<i>Comments</i>
1	Leonard	Gard	SWNI	SW Neighborhood Office 7688 SW Capitol Highway Portland, Oregon 97219	823-4592		MW / MF	3/20	<ul style="list-style-type: none"> provide access to neighborhood centers [Gabriel Park, Garden Home] favor developing several options for Portland portion of greenway
	Dan	Haggerty	Fans of Fanno Creek				MW / MF	3/27	<ul style="list-style-type: none"> support purchase of infill along mainstem of Fanno Creek negotiate with landowners and developers to develop environmental design standards (alternatives to purchase and / or easements)
	Andy	Harris					MW	3/11	<ul style="list-style-type: none"> existing connection between Willamette River downtown – PCC – Tryon via public / private easements / natural areas / parks 20% natural area set aside for development explore tax adjustments for land trust donations or fee relief
1	Mike	Houck	Portland Audubon Society	5151 NW Cornell Rd. Portland, Oregon 97210			MW / MF	3/27	<ul style="list-style-type: none"> support acquisition of gaps in trail (mouth of Fanno to Portland Golf Club) integrate active / passive recreation and wildlife habitat choose least cost / least environmental damage routes for trail
1	Mal	Huie	Metro, Parks and Greenspace	600 NE Grand Ave. Portland, Oregon 97232			MW	1/30	Background Interview: Fanno Creek Greenway
1	John	Lecavalier	Fans of Fanno Creek	6300 SW Nicol Rd. Portland, Oregon 97223	246-7771		MW / FM	3/27	See Dan Haggerty
1	Deb	Lev	City of Lake Oswego	380 A Avenue Lake Oswego, Oregon 97034	635-0290		MW	3/11	see Andy Harris

Greenspace Planning and Public Involvement - Fanno Creek

CONTACT LIST *continued*

<i>Cont P</i>	<i>Name</i>	<i>Affiliation</i>	<i>Address</i>	<i>Phone</i>	<i>Fax</i>	<i>Cont. Resp.</i>	<i>Date Cont.</i>	<i>Comments</i>		
1	Jim	McIlhinney	THPRD			645-6433		MW	3/11	<ul style="list-style-type: none"> • multi-purpose / multi-modal trail but primarily recreational • THPRD greenway goals: fill in the gaps within district / connect employment centers • just beginning to use conservation easements / very interested in partnerships • water quality / floodplain acquisition ok – but need recreation value • connect to Beaverton downtown
	Terry	Moore	Portland Planning Bureau			823-3045		MW / MF	3/26	
1	Andy	Priebe	THPRD			645-6433		MW	3/11	see Jim McIlhinney
	Jim	Sjulin	Portland Parks	1120 SW Fifth Ave., Rm 1300 Portland, Oregon 97204		823-5122		MW	4/3	
	Dave	Smith	Wildlife Biologist (member of USA / Fanno Creek Management Plan Team)	3559 NW Stanton Portland, Oregon 97212		335-0380		MW / MF / DA	3/19	<ul style="list-style-type: none"> • significant natural areas within Fanno Basin study area (USA management project) <ul style="list-style-type: none"> – mouth of Fanno Creek (Durham Park / Cook Park / USA prop.) – Tigard Woods – East of 217 crossing (Beaverton) – OES marsh / Tower Field wetland
1	Kendra	Smith	KAI (Project Manager USA / Fanno Creek Management Pan)	12600 SW 72nd Tigard, Oregon 97223		w968-1605 h203-1382		MW / MF	3/5	<ul style="list-style-type: none"> • provide continuous link of resources <ul style="list-style-type: none"> – wildlife habitat – water quality – recreation: active and passive • suggested connections: <ul style="list-style-type: none"> – Rock Creek / Forest Park via downtown Beaverton • USA Management Study focusing on restoration of floodplain function
1	Amin	Wahab	Portland BES	1120 SW Fifth Avenue Portland Oregon 97204		823-7895		MW / MF	1/21 & 3/5	

APPENDIX C

Fanno Creek Public Workshop Public Comments

April 16, 1996, 7 - 9 p.m., Beaverton City Hall

Attendance: 52 citizens

- I'm from Garden Home. I like your idea in Tier I in Scholls Ferry. I encourage you to go a few blocks further to Vista Brook Park. Most adjacent properties have already been acquired by THPRD.
- I have a question regarding the long-term sustainability of the water quality. Can it be maintained? I'm encouraging you to look at the headwaters, not just the trail or greenway.
- It's important to look at the integrity of the stream system as a whole.
- (Owns property on Fanno Creek in Tigard) Get enough property together conglomerated to make a difference. My fear is that "beads on a necklace" will be too disjointed. Coe development: otters, marmots, etc. If you create that area, the people can walk through something nice, surrounded by natural setting.
- What percentage of continuous lands can be acquired? If can't get continuous, do we buy large pieces? Do we have the money to get those four large pieces? You're saying we can take care of purchasing tier I?
- Don't buy Greenway Park. Are you going to build bridges?

Answer: No.

- I live in Durham. Since 1966 when Durham was founded, I've been involved. I know the feeling of Durham City Council. I don't think Durham is interested in connecting Durham City Park to Tigard. We talked about connecting to Durham School and Tigard City Park, but were concerned about access. It's much easier to manage without having public access through the back. I've been on the city council for the first 16 years and planning commissioner for 9 years. I don't know how desirable a connection would be. We're concerned about vandalism, vehicles coming through, etc.
- I want to make a case for Woods Creek headwaters acquisition south of Multnomah Blvd. to the headwaters and Woods Park. Please give this serious consideration. (Cedar Meadows)
- (from Sylvan Creek) The tributaries are essential. I would like to see priorities (tiers) reversed to **first** protect the tributaries and headwaters. I'm concerned about the meaning of tier I and tier II.
- I live in southwest Portland. Southwest has a Southwest Plan that will make the area more dense. I want to make an argument for open spaces--for trees along Arnold Creek--to be able to see from my home. I want to argue for scattered open spaces.
- I've been a stakeholder on Fanno Creek for 30 years. Some money should be spent on **flood control**. We have more and more roofs, paving, flooding, etc. The creek rises eight to nine feet within 24 hours. Belle Air and Allen Blvd. are under water.

- What's your program for conservation easements?

Answer: We can accept gifts or purchase easements were applicable. Conservation easements provide for perpetual restriction on future use of the property, reduce estate taxes, and are considered by the IRS to be charitable gift deductions.

- Regarding flood control: USA [Unified Sewerage Agency] and BES [Portland Bureau of Environmental Services] want preservation, but BES has no budget for preservation in southwest Portland. I want to see money go into parks, not sewerage easements, utility uses of the land, etc.
- **Metro:** Let's see a show of hands of who wants the priority to be
 main stem protection: 18
 headwaters protection: 18

- It's more than just flood control; it's fish habitat, water quality and quantity of flow; phosphorous removal.

- What do you know about Beaverton local share?

Answer: \$239,000 unallocated. Public meetings will be held by Beaverton Council.

- We can't purchase all green areas. \$3.5 million is not much. Concentrate on getting land in the stem and at the headwaters that if not gotten now, will be soon developed. You should go after what's now available. Concentrate on what is going to be developed. There may be more money available in the future. It's crazy to go traipsing after the first three little acres. Voters didn't vote on specific green blobs. Go after more money later--need another bond measure. (followed by applause from many participants)

We will need another bond measure

- I hope you're first in line to volunteer to help a money bond measure. It takes hours and hours to get one passed!
- Which neighborhood association did you go to? You need to go through the grass roots organizations. CPOs are not neighborhood associations! The county line divides. Land use committee and board are key to getting to neighborhood associations, and you are not there!! You have to be present.
- It may not be best to have predetermined criteria. I'd like to see multiple areas, multiple criteria for multiple areas.
- I'm interested in a specific area. These people [staff] have more information than all of us in this room. You'll never please all of the people. It's commendable to have goal and get input, but it's like having a basketball team and filling spots on the team. Regardless of overall objectives, it's important to make the best purchase at that time. Have flexibility.
- In order to measure success afterwards, it may be worth having an easily attainable conceptual goal so you can point to success to bid for more money. That's is therefore a strong argument for main stem acquisition. It's hard to see if you were successful if acquire in small areas in the headwaters.

- One goal of Fanno Westside Trail is to connect to Tigard, Durham, Tualatin. It is a way to give southwest Portland residents access within five years to a trail that they don't have to drive to.
- I would like to see the GIS layer of citizen nominations on a map. In 1992 nominations were done.
- Have you run into opposition from local jurisdictions in other target areas?

Answer: Local jurisdictions are usually supportive.

- LIDs? encourage preservation of land?
- I support acquisition of the headlands area. I grew up in the area and want woods for children to play in, to protect water quality.
- If spend money in the first year or two, then go to the voters to get more money.
- You've got to be fair with what you present and deliver. I want a management plan. We were told we could get open spaces in southwest Portland, but instead it is out in Washington County.
- I want to protect the stream integrity. I don't want bureaucratic references to water quality. I'm referring to the ecology of the stream: the riparian areas, wildlife area and the fish in the stream. Nail down what you mean to preserve in a "natural state." A natural state does not exist in many areas.
- Create a system that gets better. I don't want it to be changed 50 years from now. I want it **for perpetuity**. This may be a way to move sewers back to streets.
- We can't anticipate what will come in the future; there may be unexpected alternatives we can't imagine now.

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APPENDIX D

METRO

FANNO CREEK GREENWAY QUESTIONNAIRE

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The Metro staff invites you to participate in the refinement process for the Fanno Creek Greenway study. Refinement is the public process through which Metro adopts specific geographical boundaries and objectives for each target area. In the course of this process we interview stakeholders, evaluate the undeveloped land in the target area and formulate preliminary objectives. Please assist us by completing this questionnaire and sharing your ideas.

1. For the Refinement process being undertaken by the Metro staff, what key elements of the Fanno Creek Greenway acquisition should be emphasized? (Rank in order from 1 to 5, with 1 being the most preferred choice, and 5 as the least important).

- _____ Connecting links to open space natural areas, parks, trails and greenways.
- _____ Acquisition of the 100-year floodplain for urban open space, water quality, flooding protection, selected public access, etc.
- _____ Acquisition of land for future pedestrian/bike paths along the greenway.
- _____ Acquisition of larger acreage parcels adjacent to Fanno Creek for passive recreation purposes and rest stops along the greenway.
- _____ Protection of the watershed and the tributaries that feed Fanno Creek for water quantity and quality.
- _____ Other _____

2. What other interests should be considered? (Rank 1 to 5)

- _____ Preservation/restoration of natural wildlife habitat
- _____ Picnicking areas
- _____ Public access
- _____ Wetlands and riparian (streamside) corridors
- _____ Educational opportunities
- _____ Other _____

3. Specifically, where would you like to have better access to Fanno Creek?

4. Are there any locations where you would recommend against access?
Please briefly explain why.

5. What further suggestions would you propose to enhance the Fanno Creek Greenway?

6. What additional information would be helpful to you?

7. Additional comments:

8. Are you interested in participating in the Open Space Program as a willing seller or benefactor in the form of a donation, dedication or conservation easement?

Name, Address, Phone (OPTIONAL)

_____ Please add my name to your Fanno Creek Greenway Mailing List regarding future information, public meetings and events.

Please return to Metro Open Spaces Program, 600 Northeast Grand Avenue, Portland, OR 97232-2736. You may also call Metro's Open Spaces Hotline at 797-1919 for more information or to leave a comment.

Appendix E

CHALLENGE GRANT GUIDELINES

- \$1,000,000 challenge grant account.
- Willing seller.
- The property under consideration must include creek frontage or wetland features and its purchase must benefit the watershed.
- Subject to deed restriction keeping property in natural condition in perpetuity.
- Available until 1999 (or until the fund is depleted, whichever is first).
- First come/first served.
- Site must be predominantly in natural condition at time of purchase.
- Goal of a minimum 25% non-Metro match.

Appendix E

REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2319, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION FROM COMPETITIVE BIDDING AND AWARDING MULTI-YEAR PUBLIC CONTRACTS SOLICITED THROUGH A REQUEST FOR PROPOSAL PROCESS FOR RECYCLING BUSINESS DEVELOPMENT GRANTS

Date: May 13, 1996

Presented by: Councilor McLain

Committee Recommendation: At the May 8 meeting, the Committee unanimously voted to recommend Council adoption of Resolution No. 95-2319. Voting in favor: Councilors McCaig, McFarland and McLain.

Committee Issues/Discussion: Andy Sloop, Associate Solid Waste Planner, presented the staff report and explained the purpose of the resolution. He noted that for the past two years Metro has provided funding for business recycling grants. Funding for the current fiscal year is \$75,000. The purpose of the resolution is to obtain Council approval for the awarding of grants for the current funding cycle.

Sloop explained that the purpose of the grant program was to nurture start-up recycling business. Grant funds are generally used for equipment acquisition. The recipient must provide funds equal to at least 50% of the cost of the proposed project. In addition, 50% of the raw material to be recycled during the first three years of the project must come from the Metro area.

Sloop indicated that five proposals had been received for consideration. A review panel consisting primarily of non-Metro members reviewed and ranked each proposal based on overall relative strength, the financial viability of the proposer and the potential for success of the project.

Based on these criteria, the committee recommended that funding be provided to Re-Use It (\$37,500), Northwest EEE ZZZ Lay Drain Co. (\$24,000) and RB Rubber Products, Inc. (\$13,500). Re-use It will be using its grant to help fund the purchase of a densifier that will condense various types of foam plastic into pellets which can be more economically shipped to manufacturers that will make new products from the pellets. EEE ZZZ Lay Drain will be using its funding to lease machinery to make drain field piping that uses block of recycled polystyrene plastic. RB will use its funding to help purchase equipment that will allow the company to produce colored recycled rubber products from scrap tires.

The approved projects will add about 6,000 tons of recycling capacity in the region. The two foam plastic projects may result in a 30% reduction in foam plastics in the wastestream. The grantees will be contributing about \$180,000 of their own funds to the projects.

REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2322, FOR THE PURPOSE OF AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH MULTNOMAH COUNTY TO PROVIDE LANDSCAPE MAINTENANCE SERVICES

Date: May 13, 1996

Presented by: Councilor McCaig

Committee Recommendation: At the May 8 meeting, the Committee unanimously voted to recommend Council adoption of Resolution No. 95-2322. Voting in favor: Councilors McCaig, McFarland and McLain.

Committee Issues/Discussion: Ray Barker, Environmental Services Division, presented the staff report and reviewed the purpose of the resolution. Barker explained that Metro had initially allowed the operations contractor at Metro South to procure private landscaping services for the facility. Oregon City and others expressed displeasure concerning the level of landscape maintenance at the facility and Metro agreed to contract directly for landscape services. Metro procured a private landscape service, but some were still dissatisfied with the resulting work.

In April 1995, Metro began using an inmate work crew from Multnomah County to provide landscaping at the facility. Barker indicated that the crew had done an excellent job. The present IGA expires at the end of June and the purpose of the proposed resolution is to extend the IGA for another year.

Barker noted that using an inmate crew is less costly and more productive. Under the terms of the agreement, Metro will pay \$191/day for a four-person crew. By comparison, the last private contractor used by Metro charged \$249/day for a two-person crew. In addition, the use of a larger crew has reduced the number of days that the services are required. Barker noted that \$28,650 had been budgetted for these services, but actual expenditures are projected to be only \$12,415.

REGIONAL ENVIRONMENTAL MANAGEMENT COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 95-2314, FOR THE PURPOSE OF AUTHORIZING CHANGE ORDER NO. 18 TO CONTRACT FOR OPERATING METRO CENTRAL STATION

Date: May 14, 1996

Presented by: Councilor McLain

Committee Recommendation: At the May 8 meeting, the Committee voted 2-1 to recommend Council adoption of Resolution No. 95-2314. Voting in favor: Councilors McCaig and McLain. Councilor McFarland voted no.

Committee Issues/Discussion: Bern Shanks, REM Director, presented the staff report and reviewed the purpose of the proposed resolution. Shanks explained that the resolution provides for a change order with BFI, operator of the Metro Central Station. The change order would allow BFI and Metro to proceed with a pilot program for recycling and disposal of dry waste from the station.

Shanks indicated that when he was hired, the Executive Officer directed him to save money by reducing overall disposal costs. Shanks noted that the department's largest expense is the Oregon Waste Systems contract for disposal at Columbia Ridge Landfill. He contended that Metro pays a premium disposal rate that has placed Metro at an economic disadvantage in the marketplace. The intent of the proposed pilot program is to examine economic and operational issues and determine the feasibility of segregating and recycling dry waste at the transfer stations and disposing of the residue at a lower cost limited purpose landfill.

Shanks indicated that about 300,000 tons of dry waste is processed at Metro Central annually. Staff estimates that about 50,000 tons would be capable of being disposed of at a limited purpose facility. Shanks explained the under the terms of the change order, Metro would pay up to \$20,000 for remodeling at Metro Central that would facilitate the processing of dry waste. The material would be examined for recyclable material and the residue would be disposed of at the Hillsboro Landfill. Metro would pay BFI \$33.72/ton for processing and disposal of the residue, which represents a \$4.40/ton saving compared with the current Columbia Ridge disposal cost. Shanks projected Metro's savings to be about \$4,000/week during the pilot program. The project is contingent upon the Hillsboro Landfill obtaining Washington County approval of a temporary lower disposal rate that would apply to the waste coming from Metro Central.

Councilor McFarland raised several issues and questions about the proposed resolution. These included:

-- Concern that Metro staff and representatives of Sanifill (operator of the Hillsboro Landfill) had been implying that Metro

supported the pilot project prior to the Council taking action on the proposed resolution.

-- Whether Metro should permit the operator of the Metro Central Station to directly subcontract for final disposal of a significant portion of the station's wastestream. Such a practice would avoid normal public bidding procedures. The proposed subcontractor is outside of Metro's boundaries and the proposed subcontract requires action by another jurisdiction (Washington County) to approve a temporary disposal rate.

-- The current status of Washington County's consideration of the temporary rate proposal. She noted that action by the county Board of Commissioners had been anticipated on April 23, but that the proposal had been sent back to the county Solid Waste Advisory Committee (SWAC) for further consideration at its May 21 meeting.

-- Whether disposal of transfer station dry waste at Hillsboro for the long term would have a negative impact on landfill capacity

-- The proposed temporary disposal rate for Metro dry waste may be significantly lower than the rate paid by Washington County residents who use the landfill. She questioned whether this would be equitable and expressed concern that Metro would be blamed for forcing the county to adopt such a rate structure. She indicated that Washington County should act on the proposed differential rate prior to Metro Council action on the project. If Washington County is willing to adopt a differential rate, such action would make it easier for her to support the pilot project.

-- She noted Washington County and Sanifill are working to develop a long term licensing agreement related to the Hillsboro Landfill. Rates, capacity and environmental issues may become a part of this agreement. McFarland suggested that action on the pilot project should be delayed until after some of these outstanding issues have been addressed.

Councilor McLain responded to Councilor McFarland's comments and raised several points in favor of proceeding with the pilot project. These included:

-- The commitment of the Council to reducing costs, promoting recycling and supporting competitive pricing of disposal costs, particularly when such activities reduced Metro's dependence on the disposal contract with Oregon Waste Systems.

-- She noted that in several meetings with Washington County officials they had expressed the desire that Metro act to approve the pilot project prior to their taking action on the temporary rate request. She also indicated that the county SWAC was interested in having Metro take action first.

-- The proposal is only for a test period of four to six months. The amount of material sent during this period to the

landfill will have a minimal effect on it's long-term capacity. In addition, the proposal differential rate will remain in effect only for the duration of the pilot program. Should the dry waste be sent to the landfill on a longer term basis, the rate structure would have to be revisited and acted on by the county.

-- Operational and economic data gathered from the pilot program will assist Metro staff in developing contract documents related to the rebidding of the operations contracts ~~for~~ the transfer stations. This may allow Metro to pursue innovative proposals for dry waste disposal that may provide long-term disposal cost savings and reduce reliance on the OWS contract.

-- The project will improve competition in the disposal marketplace.

Mr. Shanks responded to the comments made by Councilors McFarland and McLain. He concurred with Councilor McLain that a short-term pilot program will not have a significant effect on landfill capacity or rate subsidization. He did note that if Metro intends to send a significant amount of waste over the long term that rate and capacity issues would need to be addressed. He noted that, in recent years, tonnage at the Hillsboro Landfill had declined. In addition, Hillsboro will lose some additional waste due to the development of additional dry waste processing facilities and will have to compete for the processing residual. He indicated that some of the proposed processing facilities that are seeking a Metro franchise are not proposing to use Hillsboro for their residual. He reiterated his earlier comments that the pilot program would promote recycling and reduce disposal costs.

Steve Miesen, BFI, testified in support of the proposed pilot program. He indicated that BFI was looking forward to working with Metro to "mine" the dry waste wastestream. He also indicated that he was willing to work with Washington County officials to provide information to facilitate their consideration of Hillsboro Landfill's rate proposal.

Scott Bradley, Sanifill, testified in support of the resolution. He noted that the amount of material to be received during the pilot program represented only about three weeks of the estimated 30-year lifespan of the landfill. He contended that the proposed short-term disposal rate for the project and the longer-term licensing agreement should be treated a separate issues. He noted that Sanifill is working to provide the county with information related to the licensing agreement by June 1.

Councilor McCaig indicated that she had listened to the arguments on both sides and had decided to support the pilot program.

Councilor McFarland requested that an amendment be drafted to require that the dry waste sent to Hillsboro during the pilot program be placed only in lined cells. The committee unanimously adopted the amendment.

MINUTES OF THE METRO COUNCIL MEETING

May 9, 1996

Council Chamber

Councilors Present: Jon Kvistad (Presiding Officer), Susan McLain (Deputy Presiding Officer), Patricia McCaig, Ruth McFarland, Don Morissette, Rod Monroe, Ed Washington

Councilors Absent: None

Presiding Officer Jon Kvistad called the meeting to order at 2:10 p.m.

1. INTRODUCTIONS

Presiding Officer Jon Kvistad noted the presence of Commissioner Ed Lindquist of Clackamas County.

2. CITIZEN COMMUNICATIONS

None.

3. EXECUTIVE OFFICER COMMUNICATIONS

None.

4. CONSENT AGENDA

4.1 Consideration of the Minutes for the May 2, 1996 Metro Council Meeting.

Councilor Ed Washington made a motion for the acceptance of the Minutes of the May 2, 1996 Metro Council Meeting. Deputy Presiding Officer Susan McLain seconded the motion.

Vote: The vote was 7/0 in favor of accepting the minutes for the May 2, 1996 Metro Council Meeting. Presiding Officer Jon Kvistad declared the minutes accepted on a unanimous vote.

5. MEMORIAL

Presiding Officer Jon Kvistad noted the death of Bill Naito (1925-1996). The Presiding Officer asked that all those in the Council Chamber stand and observe a moment of silence in remembrance of Mr. Naito.

6. ORDINANCES - SECOND READING

6.1 Ordinance No. 96-642A, For the Purpose of Establishing a Temporary Decrease in the Rate of the Metro Excise Tax.

Motion: Councilor Rod Monroe moved for approval of Ordinance No. 96-642A.

Second: Councilor Washington seconded the motion.

Discussion: Councilor Monroe noted that Ordinance No. 96-642A changes the language in the Code so that Metro Council may lower the rate of the Excise Tax.

Public Hearing: No members of the public wished to testify.

Vote: The vote was 7/0 Aye. Presiding Officer Jon Kvistad declared the ordinance passed unanimously.

7. RESOLUTIONS

7.1 **Resolution No. 96-2317, To Waive the Metro Urban Growth Boundary Annual Petition Filing Deadline for Clackamas County for the Proposed Major Amendment at 147th Avenue and Sunnyside Road.**

Motion: Councilor Morissette moved for approval of Resolution No. 96-2317.

Second: Councilor McLain seconded the motion.

Discussion: Councilor Morissette stated that this is a situation where, at some point in the future, an adjustment can be made in the boundary to enable the provision of for much-needed improvement to 147th Avenue.

Public Hearing: Commissioner Ed Lindquist of Clackamas County addressed the motion and stated his support of Resolution No. 96-2317. He asserted that, if this is added, the transit center will be made the center of the community.

Vote: The vote was 7/0 Aye. Presiding Officer Jon Kvistad declared the resolution passed unanimously.

7.2 **Resolution No. 96-2318, To Waive the Metro Urban Growth Boundary Annual Petition Filing Deadline for the City of West Linn on Behalf of the West Linn-Wilsonville School District for a Locational Adjustment.**

Motion: Deputy Presiding Officer Susan McLain moved for approval of Resolution No. 96-2318.

Second: Councilor Morissette seconded the motion.

Discussion: Deputy Presiding Officer Susan McLain stated that the West Linn-Wilsonville School District prepared a local adjustment petition of 19.9 acres near Rosemont and Day Roads in Clackamas County. The petition was submitted before the filing deadline and made the date of March 15, 1996. It was, however, lacking the formal written statement expressing a position by the governing body which, in this case, would be Clackamas County. This

resolution would allow an extension so that the missing requirement might be fulfilled.

Public Hearing: "John Gibbon, Attorney at Law. I represent that landowners in this case, Mr. Kent Seida and his sister, Ms. Burnette. Mr. Seida is with me today and also has some testimony. My address, for the record, is 13425 SW 72nd Avenue, Tigard OR 97223."

Kent Seida, 17510 SE Forest Hill Drive, Clackamas OR 97015 testified: "I am currently the owner of a 100-year-old farm in West Linn, Oregon. The address there is 21895 S Day Road. It is a fourth-generation farm and we currently have it as an active cattle farm and hay operation. I feel that you should not support this issue. We would like to give you just a little bit of history as to what my family has done for schools in this area and for the community generally. My grandfather designed, furnished the lumber and built Tualatin High School in 1900. My other grandfather donated land to the West Linn School District that now is currently the site of the West Linn School Administration offices. It was the Stafford Grade School. My family are pioneers, having established an early mill here. The early teachers were housed in my grandparent's house. My mother's graduating class was the first graduating class at West Linn High School. I myself have been on the agricultural advisory board at Sam Barlowe High School for nearly twenty years. We have done innumerable things such as transporting school teams and so on to support the community and the school. From the very site that my grandfather donated to help the West Linn School District and all the schools in the area is where they are making the decisions to come out and condemn the last of my grandfather's farm outside the Urban Growth Boundary and it is a terrible site. There are lots of reasons that I don't need to belabor you with as to why they are doing this to help developers infrastructure for the city and so on. An issue that I want to confine myself to is that I don't think that they should be given any special favors. I understand that West Linn needs a school. They passed a bond in 1992. It is now 1996. They currently own two sites inside the Urban Growth Boundary which would be very adequate for the school but for reasons they have not chosen to go that way. They prefer to come out and take our property, hoping that they can steal by suing us for ten cents on the dollar in condemnation and jury averaging to get it cheap and force it outside the Urban Growth Boundary to get cheap land at our expense. It is my understanding that Metro 2040 people, basically, your primary objective and goal is to preserve and protect farm and urban lands against encroachment such as this. I understand that the we are part of the consideration to expand the Urban Growth Boundary. There is a 160-acre request coming in there and I support that wholeheartedly. The thing that I disagree with is that I think that you should bring in our entire 60-acre parcel rather than taking a line across the middle of it. Also, in that particular thing, there are 13 pieces of property in that 160 acres of where you are crossing the boundaries rather than following property lines and I think that that just sets it up for a whole lot of problems in litigation about 'Gee, Am I two foot over what maybe was intended on the map and so on' and I would urge you to bring in all of those properties at their boundary lines that are contiguous there, just for the sake of making life easier for everybody. In our subject case, at this particular time, we are outside the Urban Growth Boundary and it is contrary to what your principle should be, to allow schools to come out there when we were told that they looked at 18 different sites. They own two inside the Urban Growth Boundary and have several others far superior to ours. But, as I say, for reasons of developing and so on is why they are there. I don't think that you should also go along with this, give them an unfair advantage me in this condemnation case. Rather than try to deal with us on a fair and honorable basis, they have tried these shenanigans to try to go behind our backs and steal our property. They went to Clackamas County asking the commissioners to change their codes to make it possible that a public condemner, in possession, could assume the rights of ownership whereby they could then go ahead and make it really the most liberal county in the state

and take away owner's rights so that any water district, fire district, sewer district whatever could go ahead and say we are going to change the zoning and you might be zoned for apartment houses and they would say we will zone it for parks and pay accordingly. Thank goodness the Clackamas County Commissioners unanimously saw through this sham and resoundingly turned it down. Commissioner Lindquist made a comment in the minutes that I think stands up, 'Don't ask us to Solomon - go out and buy the land if you need to buy it - you have what appears to be a willing seller and if you need the land, go out and deal with him. Don't come down here and ask us to be Solomon.' That is what I am asking you folks not to give an unfair advantage to these people by letting them squeak in under the last minute so that they can lay back and they press for an early trial and condemnation in an effort to steal our property ahead of when you are to make your decisions because they can get it cheaper. The other thing that is upsetting to me is that you have indicated, in your 160-acre line that you intend to bring approximately half of our property - 30 acres - they have indicated that they only want twenty acres and, in fact, tried to hurt us further by telling you and testifying in their application that you should not consider the additional part of our property because it is unworthy to come in which is the same acres as their acres only we are higher and can drain through the drainage. So this thing is totally self-serving for their own interests and they are asking you to cuddle up to them and hurt me and I think that is just totally inappropriate on their part to do such a thing and for you to go along with this, I don't think is the fair deal based on your facts of your primary purpose is to preserve and protect people like us and to keep the rural lands intact. If you decide that this should come in properly, like any other place in your 2040 plan, I think you should do it. This is an absolutely terrible site for a school. I don't think that it is good for residential and so on. Pardon me for being emotional. I have to tell you we have been there for four generations. The house that they just say they want to squash is where my grandfather died, my mother has died. Everybody is talking about all this and wanting to steal it and the only people agonizing over it are my family who has been there 100 years and so if you will give me a little slack for that, of saying things that I wished I wouldn't have said and when I am done, I am sure that I will wish I'd said more but I ask - only thing you are doing here is if you go along with this, is purely aiding them and trying to hurt us and I don't think that is what you should be about. Thank you so much."

John Gibbon, Attorney at Law testified: "I represent that landowners in this case, Mr. Kent Seida and his sister, Ms. Burnette. My address, for the record, is 13425 SW 72nd Avenue, Tigard OR 97223. "I hope will bear with me because this is litigation and because there is a land use case involved. I have given you a written statement. I will have to stick fairly close to it in making my presentation today to make sure I get things on the record. They just get more complicated than they should be sometimes but that's the way it works. As I say in my statement, I'm an attorney and I represent Kent Seida and Joyce Burnette who own the property that is the subject of this request. This application for a waiver of the filing deadline is being made to prevent their property to be taken through condemnation by the West Linn-Wilsonville School District. Granting this waiver would be a bad decision for Metro for two reasons. I first say in my testimony that it is really a bad approach for purposes of comprehensive planning. Why we are there is basically because the West Linn - Wilsonville School District couldn't get a site approved inside the City of West Linn on which to build a school. They didn't come to Mr. Seida's property until they had been turned down by the city on a site in the Willamette Neighborhood and basically, this is a situation problem. These are the kinds of schools that are going to have to be sited if we hold the Urban Growth Boundary where it is, inside. There is going to be infill activity and this is an attempt to avoid the problems that they have to deal with infill. I don't want to go too far into this - so if you support keeping the Urban Growth Boundary where it is, you must ask yourselves are you going to give a school district and a city a pass on making the tough decisions that are going to be necessary if you hold the Urban Growth

Boundary line. If you support a reasonable expansion of the Urban Growth Boundary line, I guess that I would say to you that there is the same fundamental flaws with this site. The systems aren't there, this is a situation where when they've got a problem they go up and they try to find the path of least resistance. Over the years, when I have represented a developer and I have represented several of the years, if we could have done that, then every time we ran into a problem on getting a site improved in the City of Beaverton or wherever else, I could have gone out into Washington County and found a site and said, 'Well, let's move it inside the Urban Growth Boundary and we will solve all our problems.' I think you know where we'd be. That hasn't happened and all of a sudden they are asking you to do this. It is not a good situation. It is not good policy from either side. We're not systematically expanding the Urban Growth Boundary and we are not dealing with the in fill. So for policy reasons, I'd urge you to go against it. Now, the other side of this issue. This is the important part of it and again, I ask you to bear with me. We have to take the position that this is a quasi-judicial act on your part, even today and we would say that we respectfully request the disclosures that come with a quasi-judicial decision, if you make it today. I know you have to rely on your counsel's advice on that. I make that statement first. Second of all, the reason that we're doing this is because this matter, the application of a city to bring this before you is now a LUBA case. The fact of the matter is the application was submitted on March 15, 1996 to you and it wasn't until March 25th that the City of West Linn, without notice to my client, decided to support this application. So there is a LUBA appeal going on and we want to make you aware of that and, quite frankly, I told LUBA that your decision could be despositive of this issue and I would hope that it would be because if you don't give them the waiver, then this thing goes away and everybody's docket gets a lot simpler. The last point I want to make is that this decision to grant this waiver could really be fundamentally unfair to the Seidas in the condemnation suit. There are two reasons for that. Oregon law now requires condemning agencies to have some ability to acquire the land use approvals that they need to fulfill their public purpose. We've got a defense filed in our answer to the condemnation suit that right now Clackamas County doesn't allow the School District to apply for this property in this way. This waiver is being requested so that they at least have an argument that they can get the approval somehow, some way. That shifts the rules of the game. It is not going to be despositive on this but it is shifting the rules of the game after they started. The second reason that it is fundamentally unfair is that there is a concept in condemnation suits that talks about severance damages. I really fear that if you put this property in a special category, that it is hanging out there for a waiver and in this case, it is tried before you make the decisions about the Urban Reserve Study Areas and those kinds of things, that both for legal reasons and for reasons of addressing a jury, it is going to be complicated and a jury is going to think that that property that is subject to this waiver that they can get inside the Urban Growth Boundary more quickly is more valuable for some reason and they are going to discount the value of the rest of Mr. Seida's property and cost him money when we make our claims on severance damages. I think those are all good reasons why you can exercise your discretion in this matter and say no to this waiver. I thank you for your time."

Presiding Officer Jon Kvistad asked for an opinion of Dan Cooper, General Counsel. Since this was referred to as being of a quasi-judicial nature, are the members of Metro Council bound by the disclosure requirement in terms of this discussion because of the characteristics of this decision.

Chief Counsel Cooper replied that he did not consider this matter to have the characteristics of a quasi-judicial decision. Metro Council has discretion in this matter, as Mr. Gibbon himself stated in his testimony. No established criteria are being applied in the effort to determine whether or not the waiver will be granted. It is completely discretionary on the part of Metro Council. Mr. Cooper advised the Councilors that if they had participated any conversations regarding this matter, there is

certainly no harm in putting them in the record if desired although, in his opinion, this was not a requirement in this contingency.

Councilor Don Morissette stated that he had been informed that Mr. Seida had stopped by his office but that he had not engaged in a conversation with him. Presiding Officer Jon Kvistad stated that since Councilor Morissette had disclosed this to Metro Council, that would take disclosure in this instance.

Keith Liden of McKeever - Morris 722 SW Second, Portland OR 97204 testified: "I am here on behalf of the City of West Linn and the West Linn - Wilsonville School District. In your packet, you have a letter from the Clackamas County Board of Commissioners supporting the waiver. I think that the information you have is pretty clear. I would like to make a couple points. First of all, as far as the hearing is concerned with the county, you get that comment from the governing body that that is scheduled now for May 15, 1996. It says that in the letter you got from the board. Next, condemnation. We think that as it has been explained, we are in a condemnation process with the Seidas and that issue should be appropriately decided in court and we have a tentative court date set for July. We feel that's the appropriate forum to make these decisions on the appropriateness of the condemnation and whether it should happen at all and what kind of compensation Mr. Seida and his sister should get. The application is appropriate. In Section 3.01.33d of your code, it does allow for a city, with planning jurisdiction affecting a property that is adjacent to an area of its planning jurisdiction to make an application. In this case, the City of West Linn is the applicant. At the growth management committee meeting, Councilor Kvistad apparently had some concern about the fact that this property was in the Stafford area and that is a controversial area, as we all know. I feel that the waiver that we are requesting to submit the application a little bit later and then also proposing the same arrangement that is similar to the one for the county that you just approved which would be to hear the case after the council has made the Urban Growth Boundary decision that we would hear this case after that. We feel that should take care of some of the controversy in the Stafford area because you will be making the major decision first instead of trying to look at this one before you have made that decision. Finally, the City of West Linn and the West Linn - Wilsonville School District have been trying hard for a number of years to find some good school sites. The City and the School District have signed an intergovernmental agreement and are working together to try to do that. One of the problems in West Linn is that there are really not many sites available. Secondly, the site that we are talking about was identified in the Tanner Basin Master Plan as being a potential middle school site. The School District and the City have no intention of trying to side-step or do an end run around any kind of land use requirements. In fact, just the opposite. We are going to make sure that we comply with everything. What we are trying to do is avoid unnecessary procedural delays because, quite frankly, we do want to just get a decision on where we stand with this property acquisition and land use approval. If we can't get either the property acquisition or land use approval, obviously the School District needs to move along quickly to try to find some other site for a middle school. That concludes my comments."

Deputy Presiding Officer Susan McLain pointed out, as a matter of clarification, that Metro Council is not voting on this being an Urban Growth Boundary amendment or locational adjustment. The only thing Metro Council is voting on today, according to Deputy Presiding Officer McLain is if there should be an extension on the filing deadline.

Councilor Don Morissette asked of Chief Council Dan Cooper, "What does a boundary study have to do with this property? The people who don't want their property brought in say that it gives a financial advantage one way or another to somebody."

Mr. Cooper's rejoinder was to explain that the annual deadline was put in place so that the governing agency charged with the responsibility of making the ultimate decision will be afforded the opportunity to know all of the applications that have been received to adjust the Urban Growth Boundary in any one year so that they can be handled in an equitable manner and so that the same kind of standards might be applied to all requests. The reason for the staff recommendation to wait until after the Urban Reserve Study Areas are set by Metro Council is to give a second check point before proceeding with this obviously major decision.

Councilor Morissette stated that the land owner is worried that if Metro Council decides to study his property, comments were made about the value of the property and if one decision is made over the other, I thought that condemnation was based on value. I couldn't connect the two between whether it was inside or outside the boundary. Obviously, if it is outside the boundary, it is probably less valuable than if it is inside the boundary. I don't know where the connection to that came. Is there are connection to value as we go through this? Is there an end run out there like the person was talking about?

Mr. Cooper replied that he did not want to speculate on whether or not Mr. Gibbon is going to try his condemnation case or what the rulings are with the issues that are there. The rendered by Chief Counsel Cooper to Metro Council is to look at this matter as an Urban Growth Boundary decision and let the court in the condemnation case deal with those issues.

Councilor Morissette continued that the whole condemnation process is designed so that citizens won't lose their property at a lower value that it is worth.

Mr. Cooper stated that this is a correct assumption on Councilor Morissette's part. Fair market value is a moving target and the courts tend to allow the property owner to pick the time at which the fair market value was the highest in order to capture that or at least have an opportunity to tell the jury that that is what they ought to be given.

Councilor Morissette stated that there was a dispute whether or not someone here might not want to sell their property and the school wants it. That is one potential dispute and then there is the dispute about the value of the property and whether Metro's actions relating to the Urban Growth Boundary affect it.

Presiding Officer Jon Kvistad clarified the point that Metro's decision today is on whether or not to grant the waiver. In terms of the value of the property in question, a parcel currently outside the Urban Growth Boundary is valued at less than a parcel inside the Urban Growth Boundary.

Councilor Morissette pointed out that in testimony, it was brought to the Council's attention that because of their action today, the value of a parcel could be hurt.

Mr. Cooper stated that in an increasing number of condemnation cases, the ability of the condemning government to do the condemnation at all is questionable. There might be issues that reflect that. The decision today or the status of whether or not the parcel is inside the Urban Growth Boundary or outside, reflect on whether the condemnation proceeding can go forward at this time. Mr. Cooper advised the Council that the most appropriate thing for them to be looking would be the reasons for granting the waiver based on Metro's own policies. Is there some error, excusable

neglect or inadvertence on the part of the petitioner, that Metro will allow the said petitioner to cure by giving them a later time or not.

Deputy Presiding Officer Susan McLain stated that her response would be the same instructions that Presiding Officer Jon Kvistad just gave: All members of Metro Council have their own personal logical thinking processes and what one considers to be valid may not be what some other member of the Council considered to be valid. There are two points that have been made today by staff and in the staff report that are to be considered in the voting. First, when asked about the Clackamas County process to obtain this waiver, the staff indicated that no hearing was required and staff customarily responds to these requests. This corresponded with the understanding that a governing body could delegate commenting responsibility to the staff. What is being voted on today is if Council feels that that is a legitimate comment, a legitimate position and if Council should be giving a filing extension because of that misunderstanding.

Presiding Officer Jon Kvistad clarified that the information just given by Deputy Presiding Officer Susan McLain was actually from a McKeever - Morris document and not a staff report.

Presiding Officer Jon Kvistad stated that he would continue his opposition to this matter. He stated that he did not believe that it was a misinterpretation. In terms of where he is on this particular item, he stated that there is definitely a power difference between a single individual taking on a government agency. Metro is a government agency that has in its power to make these determinations. He stated that he would rather err on the side of the individual than he would on the side of the government.

Vote: The vote was aye 5 and no 2 with Councilors McCaig and Kvistad voting no. Presiding Officer Jon Kvistad declared the item passed and the waiver granted.

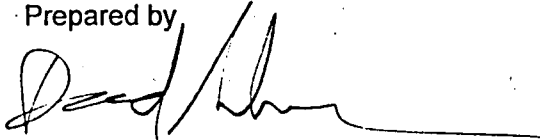
8. COUNCILOR COMMUNICATIONS

None.

9. ADJOURN

With no further business to come before the Metro Council on this date, Presiding Officer Jon Kvistad adjourned the meeting at

Prepared by



David Aeschliman

Acting as

Clerk of the Council

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Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2331, FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE FANNO CREEK GREENWAY TARGET AREA AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN

Date: April 26, 1996

Presented by:

**Charles Ciecko
Jim Desmond**

PROPOSED ACTION

Resolution No. 96-2331 requests the adoption of Target Area boundaries and objectives for the Fanno Creek Greenway Target Area. These boundaries and objectives will be used to guide Metro in the implementation of the Open Space Bond Measure.

BACKGROUND AND ANALYSIS

The target area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) was as follows:

"Beaverton vicinity, Fanno Creek Greenway. Acquire up to 12 miles of trail corridor along the greenway."

In the 1992 Green Spaces Master Plan the target area was described as follows:

"Fanno Creek Greenway (Fanno Creek Watershed). Fourteen-mile stretch through residential, commercial and industrial lands. Densely forested land and scattered wetlands in upper reaches. Cutthroat trout habitat in some areas."

Target Area Description:

The Fanno Creek watershed drains the west side of the Tualatin Mountains and West Hills, running through parts of the City of Portland, Multnomah County, Washington County, and the cities of Beaverton, Tigard and Durham. Fanno Creek meanders approximately 14 miles through residential, commercial and industrial lands before entering the Tualatin River. The upper reaches and headwaters of Fanno Creek are in a semi-developed state and still contain isolated wetland and forest remnants. The lower reach, which runs through Beaverton, Tigard and Durham, has significant amounts of riparian corridor in public ownership.

There are several significant tributaries to Fanno Creek: east of Highway 217, they include Sylvan, Ivey, Pendleton, Vermont, Wood, Progress, Ash, Red Rock and Ball creeks; west of Highway 217 are Belton, Hiteon, Summer, and Pinebrook creeks.

The creek as a whole shows clear signs of degradation as a result of stormwater runoff from impervious surfaces and individual development within the watershed.

Land use protection for Fanno Creek varies from jurisdiction to jurisdiction. For a summary of current land use requirements see Appendix A.

Refinement Process

The Open Space Implementation Work Plan adopted by the Metro Council in November 1995, required that a Refinement Plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax-lot specific map identifying priority properties for acquisition, enabling Metro to begin the acquisition of property and property rights as detailed in the Open Spaces Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters and Due Diligence* guidelines of the Open Spaces Implementation Work Plan.

During the refinement process, field visits were conducted by Metro staff and environmental and planning consultants, biological assessments were undertaken on several important parcels; and planning documents were assessed. Twenty-two individuals were interviewed, representing property owners, governmental agencies, natural resource experts and non-profit advocacy groups. The stakeholders interviewed and a summary of their comments are listed in Appendix B.

A public workshop was conducted on April 16, 1996, at the Beaverton City Hall to discuss the overall target area and the proposed program objectives. Approximately 52 persons attended the workshop; 27 attendees completed the questionnaire distributed by staff. Key elements emphasized were protection of the watershed and the tributaries that feed Fanno Creek for water quantity and quality, followed by connecting links to open space natural areas, parks, trails, and greenways. Wetland and riparian corridors ranked highest for other interests to be considered, followed by preservation and restoration of natural wildlife habitat.

Q. #1. Prioritization of Key Elements	First Preference	2nd	3rd	4th	5th	6th
Protection of watershed & tributaries	45%	15%	7%	26%	7%	0
Links to open spaces, etc.	23%	18%	23%	22%	7%	7%
Acquisition of 100 year flood plain	19%	34%	26%	11%	3%	7%
Pedestrian/bike paths	11%	23%	23%	7%	29%	7%
Large acreage for passive recreation	7%	7%	19%	18%	38%	11%

* Not all respondents answered all questions.

Q. #2 Other Interests for Consideration	First Preference	2nd	3rd	4th	5th	6th
Wetlands & riparian corridors	63%	26%	4%	4%	0%	3%
Natural wildlife habitat	29%	60%	11%	0%	0%	0%
Public access	11%	11%	15%	49%	3%	11%
Educational opportunities	0%	3%	60%	7%	15%	15%
Picnicking areas	0%	0%	3%	18%	56%	23%

Questions and comments from the floor are summarized in Appendix C. A copy of the questionnaire is attached as Appendix D.

Regional Parks and Greenspaces Advisory Committee

A presentation of the staff report was given by Metro staff and its consultants at a public meeting at Metro Regional Center on April 25, 1996. The Advisory Committee voted to recommend adoption of the objectives with an amendment to Appendix E (Challenge Grant Guidelines). The amendment recommended the following:

- 1. Grant money may not be used to purchase "developer set-asides.**
- 2. Any property purchased must have creek frontage or wetland features.**
- 3. The property must contribute benefits to the Fanno Creek watershed.**
- 4. All grant projects must be approved by the Advisory Committee.**

Appendix E has been modified to reflect items 2 and 3. Items 1 and 4 were not included because of the following:

- There may be a need to purchase a "developer set-aside" in order to allow public access, or to restore the site.
- Presenting potential purchases to the advisory committee would be difficult because of the "confidentiality" problem and the need to respond quickly to an opportunity (the advisory committee meets once a month).

Findings:

- **Fanno Creek is a regionally significant natural resource due to its fish, wildlife, recreation and educational value. In order to complete the greenway system in the Beaverton/ Tigard vicinity, the major emphasis for acquisition must be placed on the main stem of Fanno Creek. Significant amounts of riparian corridor are already in public ownership, however major portions are not protected and need to be acquired in order to have a continuous greenway.**
- **The main stem of Fanno Creek is fairly intact from the mouth to Vista Brook Park. From Vista Brook Park, the creek splits into numerous tributaries which have been highly urbanized. There is no logical greenway pattern that can be established in the northern portion of the watershed. The greenway/corridor will need to consist mainly of street access linking isolated parcels.**
- **When possible, Metro acquisitions should be multi-purpose. Special emphasis should be placed on connecting the greenway/corridor to other public facilities and regional target areas such as the Tualatin River Greenway, Beaverton Creek Trail, Summer Creek Trail, Marquam/Wildwood Trail, Terwilliger Greenway and Tryon Creek State Park.**
- **The riparian corridor is important to protect on all portions of the creek and its tributaries in order to enhance water quality and habitat value. Emphasis should be given, however, to the creek confluence's, tributary headwaters (particularly those located in the upper reaches of the watershed), the gaps in public ownership, and the mouth of Fanno Creek where it enters the Tualatin River.**
- **Flooding is a significant problem in the Fanno Creek watershed. When possible Metro should work with local agencies to acquire properties that could limit future flood damage.**

- Significant wetlands need protection along Sylvan, Pendelton, Woods and Ash creeks. A challenge grant account should be established to leverage available financial resources.
- Land acquisition alone will not sufficiently protect water quality, fish/wildlife habitat, or recreational values of Fanno Creek. Other strategies including careful stormwater management, education, and effective stream buffers will be required.

GOAL:

Establish 12 miles of greenway along Fanno Creek and its tributaries in order to protect water quality, fish, wildlife, and recreational values.

OBJECTIVES:

The following are prioritized specific objectives of the Fanno Creek Greenway Refinement Plan.

Tier I Objectives:

- Complete a continuous greenway along the main stem by acquiring stream-front lands between the Tualatin River and Vista Brook Park.
- Encourage participation of other governments and non-profit organizations in the protection/enhancement of water quality and water quantity by establishing a challenge grant account for land acquisition along the following Fanno Creek tributaries:
 - Pendleton Creek
 - Woods Creek
 - Sylvan Creek
 - Ash Creek

The challenge grant funds shall be administered as detailed in Appendix E.

Partnership Objectives:

- Encourage local jurisdictions to establish linkages between the Fanno Creek Greenway and the following existing or planned features:
 - Tualatin River Greenway
 - Beaverton Creek Trail
 - Summer Creek Trail
 - Marquam Trail/Wildwood Trail
 - Terwilliger Greenway
 - Tryon Creek State Park

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 96-2331.

Fanno Creek Greenway

Planning and Land Use Opportunities/Limitations

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitation
Ash Creek (headwaters, north and south forks)	Portland Basin: 644 acres [The Fanno Creek basin covers 4,700 acres of SW Portland.]	Environmental Overlay Zones [Coordination with Portland's ongoing SW Community Plan process is imperative. Among other opportunities may be the potential for creation of public recreational trail designations along Fanno tributaries in the City's Comprehensive Plan.]	<p>Segments of the south Ash Creek fork in the vicinity of Dickinson Road are within the Environmental Protection zone. These segments reflect the fragmented nature of the creek corridor, which is interrupted by existing housing development between 59th and 64th Ave. The Environmental Conservation zone provides a buffer outside of the Protection zone and continues north and east of Dickinson Park. The Conservation zone permits controlled development whereas the Protection zone prohibits most development (trails and restoration work allowed after review). The large parcel west of the park (a wooded ravine) should be considered as a possible target site for title or easement acquisition.</p> <p>The north Ash Creek fork flows across mostly developed, medium-density residential lots. The corridor is within a Protection zone with a Conservation zone buffer between the City limits and SW 55th Ave. Additional Environmental zone (E-zone) areas are located south of the creek near Brugger Rd. The developed lot pattern will make any greenway proposals in this subbasin a challenge; such a greenway, however, if found to be feasible, would provide a link between Moon Shadow and Woods Creek Parks.</p>
Ash Creek (north and south forks, main stem)	Washington Co. Basin: 1,118 ac.	Significant Natural Resource	<p>County maps identify areas where Significant Natural Resources (SNR) likely exist; it is left to the developer to determine/delineate the extent of the resource. An array of SNR designations exist along both forks of Ash Creek, including wildlife habitat, water areas and wetlands. Widths of SNR designations vary between 0 (several gaps exist) and 500 feet. Based on the Code provisions (Section 422), a minimum 25-foot setback from Ash Creek is expected with additional setbacks depending on the findings of the developer's consultant. There is evidence of development within SNR areas suggesting that the effectiveness of this regulation needs field verification.</p> <p>Both forks have identified park deficient areas near the Portland City Limits. Scenic features are also identified near the City Limits, and at Metzger Park and Hwy. 217.</p>
Ash Creek (confluence with Fanno Creek)	Tigard Basin: 785 acres	Sensitive Lands	<p>The main stem of Ash Creek is designated on Tigard's Sensitive Lands map with both wetland and floodplain resources. Tigard and other jurisdictions in Washington County apply the Unified Sewerage Agency 25-foot setback standard from streams and wetlands. This standard does not provide full resource protection, however, because development is still permitted using buffer averaging and/or impact mitigation.</p> <p>Tigard requires floodplain and trail dedication with most development, but this was challenged (and struck down for a particular site) in <i>Dolan v. City of Tigard</i>. The Sensitive Lands ordinance remains in effect today though the City Attorney is now preparing amendments to permit easements in lieu of land dedication.</p>

Ball Creek	<p>Lake Oswego Basin: 866 acres</p> <p>[The lower 2,700 feet (174 acres) of Ball Cr. is in Tigard with a 25' Sensitive Lands buffer (it widens to 300' at Fanno confluence).]</p>	<p>Major Stream Corridor Buffer Zone</p> <p>[Other regulations apply to tree removal, steep slopes, etc. but these are neither specific to the riparian corridor nor do they provide significant resource protection.]</p>	<p>Ball Creek channel, its banks and a 25-foot area beyond the top-of-bank are part of the buffer zone. Actual buffer zone boundaries may differ and are normally established at the time of development application. Development in buffer is subject to standards that include a no-feasible-alternatives test and a loss-of-economic-use test. Recreational trails and facilities, road and utility crossings, and stormwater facilities are permitted.</p> <p>The creek passes two school sites (Oak Creek Elementary School and Portland Community College) and may offer associated education/restoration opportunities. However, connectivity between schools and lower Ball and Fanno Creeks is limited by housing developments. Southwood Park could serve as a local hub, particularly if expanded through acquisition (fee title or other) of forested ravines to south. A pond in Southwood Park (north of sewer plant) is identified as a Distinctive Natural Area (see further discussion of DNAs below).</p>
Carter Creek	<p>Lake Oswego Subbasin of Ball Creek (accounts for half of Ball Cr. acreage noted above)</p>	<p>Major Stream Corridor Buffer Zone</p>	<p>The same Lake Oswego buffer zone standards apply as those for Ball Creek.</p> <p>Corridor has the potential to link Fanno Greenway to Waluga Park (and points east such as Iron Mountain Park) while passing special features such as the Distinctive Natural Area discussed below. Conservation/trail easements within buffer zone may be an attractive option for developers who can appreciate the amenity value of a connected greenway serving their development and who have no other beneficial use of the buffer.</p>
Douglas fir grove along Carter Creek (and other Distinctive Natural Areas in subbasin)	<p>Lake Oswego Acreage varies</p>	<p>Distinctive Natural Area</p>	<p>A Douglas fir grove located south of Meadows Road and north of Carter Creek is identified by the City as a Distinctive Natural Area (DNA). The area is zoned for Commercial/Industrial use and requires a 15 percent open space/park land set-aside for new development (some exceptions apply). Proximity to Carter Creek and set-aside rule may permit incorporation into greenway.</p> <p>Two other Douglas fir groves (DNAs) are located within the subbasin. One is north of Burma Road between Bangy and Kimball Court. This grove is separated from Carter Creek by Bonita Road and has limited potential for incorporation into a greenway corridor. The other grove is west of Peters Road and is surrounded by existing housing development; this grove also is a substantial distance from either Carter or Ball Creeks. Both of these Distinctive Natural Areas appear to be too isolated to incorporate as a local link in the greenway system.</p> <p>One additional DNA—the Kruse Oak/Ash Forest—is located north of Kruse Way near Westlake Drive. This forest, like the groves discussed above, is isolated by roads and development. However, potential integration exists if a roadway link were to be established between Carter Creek and Westlake Park.</p>

<p>Fanno Creek (unnamed headwater tributaries--<u>north</u>)</p>	<p>Multnomah Co. Basin: 258 acres</p>	<p>Hillside Development and Erosion Control [New Significant Environmental Concern regs took effect Oct. 7, 1995 but do not apply to urban areas (i.e., within the UGB) such as this.]</p>	<p>This reach of Fanno Creek headwater tributaries is not directly or effectively protected by Multnomah County regulations. The Hillside Development and Erosion Control regulations provide limited, indirect conservation measures. A Hillside Development Permit is required in hazard areas (which apply only in the northwest corner of this sub-basin) or in areas exceeding 25% slope. If a permit is required, a geo-tech report must be prepared. However, based on consultations with geo-technical engineers, development within these steep or hazard lands will always be possible if funding is available for site engineering.</p> <p>This area will eventually annex to the City of Portland and receive Environmental zoning but current annexation plans (through 1997) do not include this area.</p> <p>This County section consists of two headwater tributaries that would be dry during the primary (summer) greenway use season. Nevertheless, the corridors remain forested and existing open space set-asides north of Thomas and 53rd Park and possible future FUD set-asides along the west creek fork could potentially be linked south to Fanno.</p>
<p>Fanno Creek (unnamed headwater tributaries--<u>north</u>)</p>	<p>Portland Basin: 1,020 ac.</p>	<p>Environmental Overlay Zones</p>	<p>This area is located between the Ivey and Sylvan Creek subbasins; jurisdiction is split between Portland and Multnomah County. As discussed above, there is essentially no protection in place for the creeks within the County. By contrast, Portland E-zones protect a 100-foot wide corridor along the creek.</p> <p>Greenway planning becomes challenging here because the tops and bottoms of these tributaries are in Portland while their middle reaches are in the County. As noted above, the unincorporated County land will annex to the City of Portland but no current annexation plans are in place. The two tributaries that appear to have the greatest greenway potential are: 1) the creek that passes Thomas and 53rd Park, and 2) the creek near SW Shattuck Road. Both creeks have a combination of large and/or undeveloped lots and existing open space set-asides. The latter creek (2) might serve as a connection to Council Crest Park and from there to downtown Portland via Marquam Nature Park and the Terwilliger Parkway.</p>
<p>Fanno Creek (unnamed headwater tributaries--<u>south</u>)</p>	<p>Portland Basin: 1,000 ac.</p>	<p>Environmental Overlay Zones</p>	<p>This is the far eastern headwaters of Fanno Creek. Protection measures in this area vary from Conservation zoning (along most of main stem Fanno) to Protection zoning (along most of the small headwater tributaries). Like the greenspaces themselves, the environmental zoning is somewhat fragmented. A large protected area is located along a forested ravine north of Hillside Park and Gray School.</p> <p>Existing development patterns may force some greenway linkages onto existing roads. As the easternmost point in the Fanno basin, this area could provide an important east-west link to the Terwilliger Parkway and points north and south.</p>

Fanno Creek (main)	Beaverton Basin: 2,140 ac.	Significant Natural Resource Areas [Floodplain and Significant Tree regulations also apply.]	The reach of Fanno Creek passing through Beaverton is designated as a Significant Natural Resource Area (SNRA). Most of this area is City-owned open space (Fanno Creek Greenway). Upstream of Denney Road the creek crosses privately-owned, large lots that are "developed" outside of the SNRA area. This northern reach contains a more intact forested riparian corridor than the City greenway which lacks riparian vegetation in many areas. The entire reach of Fanno through Beaverton is protected by Floodplain and Significant Tree regulations as well as its SNRA designation. Beaverton is reported to have the most stringent regulations in Washington County. Other SNRAs are located at Hyland Forest, at the west end of the Whitford Middle School, and north of Hackmore Ct. near 130th Ave. These areas are islands of forest surrounded by roads and development and are not associated with riparian corridors.
Fanno Creek (main)	Clackamas Co. Basin: 203 acres	Not applicable	This small section of Clackamas County technically is part of the Fanno basin but no watercourses or resource areas are located here. The subbasin is a residential community severed from any possible links to the Fanno Creek Greenway by Interstate 5 and existing industrial development in Tigard.
Fanno Creek (main)	Tigard Basin: 3,767 ac.	Sensitive Lands	The main stem of Fanno flows from Beaverton into Tigard where it is in a Sensitive Lands buffer varying in width between 200 and 300 feet. Both floodplain and wetland resources are designated as Sensitive Lands. Streams and wetlands receive a 25' setback under the USA requirements (see discussion for Ash Creek). However, this setback can be encroached upon through setback averaging or impact mitigation. As noted below, Tigard normally requires that development stay out of floodplains. This reach of Fanno includes the A-Boy Plumbing site at Main Street which was the subject of the U.S. Supreme Court case, Dolan v. City of Tigard. No significant changes have transpired since the court's decision was issued except that Tigard is now relying more on floodplain and trail easements than on land dedications.
Fanno Creek (main)	Washington Co. Basin: 1,040 ac.	Significant Natural Resource	Significant Natural Resource designations apply to Fanno Creek but vary in width from 25 to 500 feet or more. One designated "significant natural area" (SNA) is located along Fanno north of Vermont St. and east of Nicol Rd. This SNA also is an identified scenic feature and links the Portland Golf Club with Bauman Park. As such, the site may be an important target acquisition site. Parts of this area will annex to Beaverton and parts to Portland; however, annexation boundaries, schedule and proposed resource regulations have not been determined.
Fanno Creek (confluence w/Tualatin)	Durham Basin: 151 acres	Greenway District	Durham's Greenway District is essentially a floodplain ordinance with limits on siting of structures within the 100-year floodplain. Durham requires dedication of floodplain areas to the City, but requirements appear ambiguous. Except for the northern 600' of Fanno near the railroad, all of greenway is already part of Durham City Park.

Ivey Creek	Portland Basin: 304 acres	Environmental Overlay Zones	<p>Ivey Creek is a small tributary to Fanno that splits into two forks south of Hamilton Street. The north fork passes Hamilton Park. The creek is within continuous Protection zones (of 100 feet or more width) for most of its length. Conservation zones provide an additional buffer along certain parts of the creek.</p> <p>Some large lots and open space set-asides exist, particularly south of the park. A greenway link between the park and Fanno may be possible via conservation/trail easements. Council Crest Park is located at the top of the subbasin and is the closest park or potential greenway feature to downtown Portland within the Fanno basin. Links from the park to downtown via Marquam Nature Park and the Terwilliger Parkway may be possible.</p>
Pendleton Creek	Portland Basin: 231 acres [The last 1,000' (9 ac.) of creek is in Washington Co with 25' buffer.]	Environmental Overlay Zones	<p>Pendleton Creek is a small subbasin at the western boundary of Portland. Protection zones follow the creek between about 34th Avenue and the City limits. A large area of Conservation zone covers the forest north of the Alpenrose Dairy site (see comments for Vermont Creek). North-south linkages between the typically east-west corridors (e.g., Woods Creek, Vermont Creek and Fanno's main stem) could potentially be established through the forest and a redeveloped dairy site, and/or via Fairvale Court (through or adjacent to Pendleton Park and Hayhurst School).</p>
Summer Creek	Beaverton Basin: 1,332 ac.	Significant Natural Resource Area [Floodplain and Significant Tree regulations also apply.]	<p>SNRA protection along Summer Creek headwater tributaries ranges in width from 0 (where gaps exist) to 300 feet. The City inventory also shows scattered areas of Significant Trees in the Summer Creek basin. The largest of these, south of Weir Rd. near 160th Ave., is now mostly built out with housing and the Nancy Ryles school.</p> <p>Numerous large, undeveloped lots can still be found along portions of the Summer Creek tributaries and may be possible target sites for title or easement acquisition.</p>
Summer Creek/Bull Mountain	Tigard Basin: 1,248 ac.	Sensitive Lands	<p>The Bull Mountain area in the south part of the Summer Creek subbasin has been annexed incrementally to the City of Tigard, with large parcels yet to be incorporated. Slopes over 25% are designated Sensitive Lands; however, these lands can and are being readily developed subject to erosion and geo-technical standards. At the base of Bull Mountain, beginning in Jack Park, a Summer Creek tributary is protected with a Sensitive Lands (wetland) designation. Here, as in other parts of Washington County, the 25-foot Unified Sewerage Agency setback standard applies. This standard does not provide full resource protection, however, because development is still permitted with buffer averaging and/or impact mitigation.</p> <p>Though the slope provisions will not protect Bull Mountain, there is evidence that the stream corridors are receiving some open space set-asides when development occurs. Streamside linkages through these open spaces may be possible to connect Jack, Summerlake and Woodard Parks, as well as Fowler and Mary Woodward Schools.</p>

<p>Summer Creek/Bull Mountain</p>	<p>Washington Co. Basin: 1,363 ac.</p>	<p>Significant Natural Resource</p>	<p>The northern slopes of Bull Mountain support the headwater tributaries to Summer Creek. Both the slopes and the tributaries are designated SNRs; the slopes west of the BPA/PGE power lines are "wildlife habitat" while the slopes to the east are "significant natural areas." The Bull Mountain slopes are also designated scenic features. North of Bull Mountain, Summer Creek tributaries are also designated SNR.</p> <p>Despite these protection designations, some of these slopes and riparian corridors have already been developed which suggests, as previously mentioned, that the regulations do not effectively protect natural resources. Portions of Bull Mountain have recently been annexed to Tigard which has designated slopes over 25% as Sensitive Lands. Acquisition should be considered at Bull Mountain and along Summer Creek tributaries before future development cuts off existing access corridors.</p>
<p>Sylvan Creek (headwaters)</p>	<p>Multnomah Co. Basin: 266 acres [The northernmost tip of this creek (81 acres) begins in Portland, where it also has no environmental protection.]</p>	<p>Hillside Development and Erosion Control [New Significant Environmental Concern (SEC) regulations took effect October 7, 1995 but do not apply to urban areas such as this.]</p>	<p>This stream and associated tributaries in unincorporated Multnomah County are not directly protected. A Hillside Development Permit is required in hazard areas (which applies only along the easternmost border of this sub-basin) or in areas exceeding 25% slope. These regulations do not provide effective protection for the stream corridor as discussed previously for the County portion of Fanno Creek headwaters.</p> <p>Two areas of the Sylvan Creek portion of Multnomah County are slated to be annexed to the City of Portland. The Highlands subdivision and parts of Sunset Hwy. corridor are planned for annexation June 30, 1996; the 1995 Street of Dreams area is scheduled for June 30, 1997. A Boundary Commission meeting on this subject was held February 8, 1996. With no County SEC protection, the City will annex these areas without automatic protection; based on adjoining City E-zones, Protection and Conservation zoning along the creek can be expected but may be delayed for months if not years.</p> <p>The 1995 Street of Dreams development set aside open space areas along the creek that could provide some north-south connectivity; access south into Washington County becomes a problem, however, due to the existing housing development pattern.</p>
<p>Sylvan Creek (headwaters)</p>	<p>Washington Co. Basin: 419 acres</p>	<p>Significant Natural Resource</p>	<p>Though some wooded riparian corridor remains, this area of Sylvan is too densely platted and developed to provide real greenway opportunity. Raleigh Wood Park, though close to the main stem of Fanno, is isolated from it by major development at the Scholls Ferry Rd./Beaverton-Hillsdale Hwy. interchange. Though annexation boundaries are presently in dispute, this area will most likely annex to Portland rather than Beaverton. Metro is helping to mediate the dispute and is responsible for coordinating and approving the boundary determination.</p>

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitations
Vermont Creek	Portland Basin: 773 acres [The outfall of this creek (last 700 feet, 38 acres) is in Washington Co. where it is identified as a SNR.]	Environmental Overlay Zones [Coordination with Portland's ongoing SW Community Plan process is imperative.]	Vermont Creek received slightly unusual treatment by the City in that Protection zones were adopted without the typical Conservation zone buffer. The creek is still reasonably well protected within an average 100-foot wide corridor. Existing development patterns have restricted the riparian corridor width and fragmented some of its connectivity. A Fanno Creek Resource Center is proposed along the creek at Shattuck and Vermont. Links downstream to Bauman Park and on to the Alpenrose Dairy site (see discussion for Fanno, Washington County). Redevelopment options that include recreational facilities are contemplated for the Alpenrose Dairy site in the SW Community Plan. Gabriel Park, near Vermont Creek headwaters, is one of the largest parks in the Fanno Basin. While a connected greenway system along Vermont Creek could be difficult to achieve, multi-modal connections (primarily pedestrian and bicycle) over local streets from the park to other parts of the greenway system (such as Woods Creek) could be accomplished relatively easily. Multnomah Community Center and St. John Fisher, Maplewood and Hayhurst Schools are all within walking distance of Gabriel Park.
Woods Creek	Portland Basin: 550 acres	Environmental Overlay Zones	Woods Creek is possibly the most intact riparian corridor within Portland's roughly 4,700-acre headwaters section of the Fanno Creek basin. Beginning at Woods Memorial Park, the corridor is covered by Protection zones as wide as 300 feet with a surrounding buffer of Conservation zones which occasionally cover an additional 500 feet or more. The presence of undeveloped lots (both large and small) and three parks--Woods, April Hill and Hideaway (nearby in Washington County)--make this functioning corridor an opportune greenway target area. While the creek and some of its riparian corridor are protected, acquisition of trail easements would still be required. Since many contiguous lots are undeveloped and topographically constrained, fee title purchase may prove a worthwhile acquisition tool. The proximity of local schools--Maplewood and Smith--offers education and restoration opportunities as well (Portland Parks has worked with these schools on education/restoration projects in the past).
Woods Creek	Washington Co. Basin: 236 acres	Significant Natural Resource	County maps show a patchwork of habitat, water area and open space designations. As discussed for Ash Creek (above), minimum 25-foot creek buffers can be assumed. Hideaway Park and identified scenic resources are located near the Portland City Limits. The Woods/Fanno Creek confluence is in the Portland Golf Club. Public pedestrian access through the Club may not be desirable, although use of the forest groves between fairways may be feasible (in a manner similar to the public recreational trail at Glendoveer Golf Course and others).

Greenspace Planning and Public Involvement - Fanno Creek

CONTACT LIST

(April 18, 1996)

Cont. #	Name	Affiliation	Address	Phone	Fax	Cont. Resp.	Date Cont.	Comments
1	Bill Barber	Metro, Transportation (Bicycles)	600 NE Grand Ave Portland, Oregon 97232	797-1768		MW/MF	3/20	<ul style="list-style-type: none"> • need east-west connections and access points • greenway important for recreation and transportation - "the scenic route" • greenway important as incubation site for beginning bikers • need redesign of some existing segments
1	Andy Cotugno	Metro Transportation	600 NE Grand Ave. Portland, Oregon 97232	797-1763		MW/MF	3/20	<ul style="list-style-type: none"> • get as much connectivity as possible [connect Tualatin River with Terwilliger/Markham] • combination of sidewalks / bike paths greenway / natural areas / parks • match local option projects to Greenway goals • greenway connection most important in high density areas
1	Allison Dobbins	Metro, Transportation (pedestrians)	600 NE Grand Ave. Portland, Oregon 97232	797-1748		MW/MF	3/20	<ul style="list-style-type: none"> • connect schools and neighborhoods to designated greenway access points along route • integrate sidewalk construction to greenway access
1	Dave Drescher	Metro, DRC	600 NE Grand Ave. Portland, Oregon 97232			MW	1/30	<ul style="list-style-type: none"> • background - Fanno Creek Greenway
1	Lori Faha	Tualatin Basin designated management group	USA	648-8730		MW/MF	3/19	
1	Rosemary Furfey	Metro Growth Management	600 NE Grand Ave. Portland, Oregon 97232	797-1728		MW	3/26	<ul style="list-style-type: none"> • 100 year floodplain out of developable land in 2040 plan • working on code language for natural resource protection • storm water management <u>not</u> included in current work

CONTACT LIST *continued*

Cont. #	Name	Affiliation	Address	Phone	Fax	Cont. Resp.	Date Cont.	Comments	
1	Leonard	Gard	SWNI	SW Neighborhood Office 7688 SW Capitol Highway Portland, Oregon 97219	823-4592		MW/MF	3/20	<ul style="list-style-type: none"> provide access to neighborhood centers (Gabriel Park, Garden Home) favor developing several options for Portland portion of greenway
	Dan	Haggerty	Fans of Fanno Creek				MW/MF	3/27	<ul style="list-style-type: none"> support purchase of infill along mainstem of Fanno Creek negotiate with landowners and developers to develop environmental design standards (alternatives to purchase and / or easements)
	Andy	Harris					MW	3/11	<ul style="list-style-type: none"> existing connection between Willamette River downtown - PCC - Tryon via public / private easements / natural areas / parks 20% natural area set aside for development explore tax adjustments for land trust donations or fee relief
1	Mike	Houck	Portland Audubon Society	5151 NW Cornell Rd. Portland, Oregon 97210			MW/MF	3/27	<ul style="list-style-type: none"> support acquisition of gaps in trail (mouth of Fanno to Portland Golf Club) integrate active / passive recreation and wildlife habitat choose least cost / least environmental damage routes for trail
1	Mal	Huie	Metro, Parks and Greenspace	600 NE Grand Ave. Portland, Oregon 97232			MW	1/30	Background Interview: Fanno Creek Greenway
1	John	Lecavalier	Fans of Fanno Creek	6300 SW Nicol Rd. Portland, Oregon 97223	246-7771		MW/FM	3/27	See Dan Haggerty
1	Deb	Lev	City of Lake Oswego	380 A Avenue Lake Oswego, Oregon 97034	635-0290		MW	3/11	see Andy Harris

CONTACT LIST *continued*

Cont. #	Name	Affiliation	Address	Phone	Fax	Cont. Resp.	Date Cont.	Comments	
1	Jim	McIlhinney	THPRD			MW	3/11	<ul style="list-style-type: none"> • multi-purpose / multi-modal trail but primarily recreational • THPRD greenway goals: fill in the gaps within district / connect employment centers • just beginning to use conservation easements / very interested in partnerships • water quality / floodplain acquisition ok -- but need recreation value • connect to Beaverton downtown 	
	Terry	Moore	Portland Planning Bureau			MW/MF	3/28		
1	Andy	Priebe	THPRD			MW	3/11	see Jim McIlhinney	
	Jim	Sjulin	Portland Parks	1120 SW Fifth Ave., Rm 1300 Portland, Oregon 97204	823-5122		MW	4/3	
	Dave	Smith	Wildlife Biologist (member of USA / Fanno Creek Management Plan Team)	3559 NW Stanton Portland, Oregon 97212	335-0380		MW / MF / DA	3/19	<ul style="list-style-type: none"> • significant natural areas within Fanno Basin study area (USA management project) <ul style="list-style-type: none"> - mouth of Fanno Creek (Durham Park / Cook Park / USA prop.) - Tigard Woods - East of 217 crossing (Beaverton) - OES marsh / Tower Field wetland
1	Kendra	Smith	KAI (Project Manager USA / Fanno Creek Management Pan)	12600 SW 72nd Tigard, Oregon 97223	w988-1605 h203-1382		MW / MF	3/5	<ul style="list-style-type: none"> • provide continuous link of resources <ul style="list-style-type: none"> - wildlife habitat - water quality - recreation: active and passive • suggested connections: <ul style="list-style-type: none"> - Rock Creek / Forest Park via downtown Beaverton • USA Management Study focusing on restoration of floodplain function
1	Amin	Wahab	Portland BES	1120 SW Fifth Avenue Portland Oregon 97204	823-7895		MW / MF	1/21 & 3/5	

APPENDIX C

Fanno Creek Public Workshop Public Comments

April 16, 1996, 7 - 9 p.m., Beaverton City Hall

Attendance: 52 citizens

- I'm from Garden Home. I like your idea in Tier I in Scholls Ferry. I encourage you to go a few blocks further to Vista Brook Park. Most adjacent properties have already been acquired by THPRD.
- I have a question regarding the long-term sustainability of the water quality. Can it be maintained? I'm encouraging you to look at the headwaters, not just the trail or greenway.
- It's important to look at the integrity of the stream system as a whole.
- (Owns property on Fanno Creek in Tigard) Get enough property together conglomerated to make a difference. My fear is that "beads on a necklace" will be too disjointed. Coe development: otters, marmots, etc. If you create that area, the people can walk through something nice, surrounded by natural setting.
- What percentage of continuous lands can be acquired? If can't get continuous, do we buy large pieces? Do we have the money to get those four large pieces? You're saying we can take care of purchasing tier I?
- Don't buy Greenway Park. Are you going to build bridges?

Answer: No.

- I live in Durham. Since 1966 when Durham was founded, I've been involved. I know the feeling of Durham City Council. I don't think Durham is interested in connecting Durham City Park to Tigard. We talked about connecting to Durham School and Tigard City Park, but were concerned about access. It's much easier to manage without having public access through the back. I've been on the city council for the first 16 years and planning commissioner for 9 years. I don't know how desirable a connection would be. We're concerned about vandalism, vehicles coming through, etc.
- I want to make a case for Woods Creek headwaters acquisition south of Multnomah Blvd. to the headwaters and Woods Park. Please give this serious consideration. (Cedar Meadows)
- (from Sylvan Creek) The tributaries are essential. I would like to see priorities (tiers) reversed to first protect the tributaries and headwaters. I'm concerned about the meaning of tier I and tier II.
- I live in southwest Portland. Southwest has a Southwest Plan that will make the area more dense. I want to make an argument for open spaces—for trees along Arnold Creek—to be able to see from my home. I want to argue for scattered open spaces.
- I've been a stakeholder on Fanno Creek for 30 years. Some money should be spent on flood control. We have more and more roofs, paving, flooding, etc. The creek rises eight to nine feet within 24 hours. Belle Air and Allen Blvd. are under water.

- What's your program for conservation easements?

Answer: We can accept gifts or purchase easements were applicable. Conservation easements provide for perpetual restriction on future use of the property, reduce estate taxes, and are considered by the IRS to be charitable gift deductions.

- Regarding flood control: USA [Unified Sewerage Agency] and BES [Portland Bureau of Environmental Services] want preservation, but BES has no budget for preservation in southwest Portland. I want to see money go into parks, not sewerage easements, utility uses of the land, etc.
- Metro: Let's see a show of hands of who wants the priority to be
 main stem protection: 18
 headwaters protection: 18
- It's more than just flood control; it's fish habitat, water quality and quantity of flow; phosphorous removal.
- What do you know about Beaverton local share?

Answer: \$239,000 unallocated. Public meetings will be held by Beaverton Council.

- We can't purchase all green areas. \$3.5 million is not much. Concentrate on getting land in the stem and at the headwaters that if not gotten now, will be soon developed. You should go after what's now available. Concentrate on what is going to be developed. There may be more money available in the future. It's crazy to go traipsing after the first three little acres. Voters didn't vote on specific green blobs. Go after more money later—need another bond measure. (followed by applause from many participants)

We will need another bond measure

- I hope you're first in line to volunteer to help a money bond measure. It takes hours and hours to get one passed!
- Which neighborhood association did you go to? You need to go through the grass roots organizations. CPOs are not neighborhood associations! The county line divides. Land use committee and board are key to getting to neighborhood associations, and you are not there!! You have to be present.
- It may not be best to have predetermined criteria. I'd like to see multiple areas, multiple criteria for multiple areas.
- I'm interested in a specific area. These people [staff] have more information than all of us in this room. You'll never please all of the people. It's commendable to have goal and get input, but it's like having a basketball team and filling spots on the team. Regardless of overall objectives, it's important to make the best purchase at that time.. Have flexibility.
- In order to measure success afterwards, it may be worth having an easily attainable conceptual goal so you can point to success to bid for more money. That's is therefore a strong argument for main stem acquisition. It's hard to see if you were successful if acquire in small areas in the headwaters.

- One goal of Fanno Westside Trail is to connect to Tigard, Durham, Tualatin. It is a way to give southwest Portland residents access within five years to a trail that they don't have to drive to.
- I would like to see the GIS layer of citizen nominations on a map. In 1992 nominations were done.
- Have you run into opposition from local jurisdictions in other target areas?

Answer: Local jurisdictions are usually supportive.

- LIDs? encourage preservation of land?
- I support acquisition of the headlands area. I grew up in the area and want woods for children to play in, to protect water quality.
- If spend money in the first year or two, then go to the voters to get more money.
- You've got to be fair with what you present and deliver. I want a management plan. We were told we could get open spaces in southwest Portland, but instead it is out in Washington County.
- I want to protect the stream integrity. I don't want bureaucratic references to water quality. I'm referring to the ecology of the stream: the riparian areas, wildlife area and the fish in the stream. Nail down what you mean to preserve in a "natural state." A natural state does not exist in many areas.
- Create a system that gets better. I don't want it to be changed 50 years from now. I want it for perpetuity. This may be a way to move sewers back to streets.
- We can't anticipate what will come in the future; there may be unexpected alternatives we can't imagine now.

\\staff\l\neat\ref\name\lancomm2.lst



FANNO CREEK GREENWAY QUESTIONNAIRE

The Metro staff invites you to participate in the refinement process for the Fanno Creek Greenway study. Refinement is the public process through which Metro adopts specific geographical boundaries and objectives for each target area. In the course of this process we interview stakeholders, evaluate the undeveloped land in the target area and formulate preliminary objectives. Please assist us by completing this questionnaire and sharing your ideas.

1. For the Refinement process being undertaken by the Metro staff, what key elements of the Fanno Creek Greenway acquisition should be emphasized? (Rank in order from 1 to 5, with 1 being the most preferred choice, and 5 as the least important).

_____ Connecting links to open space natural areas, parks, trails and greenways.

_____ Acquisition of the 100-year floodplain for urban open space, water quality, flooding protection, selected public access, etc.

_____ Acquisition of land for future pedestrian/bike paths along the greenway.

_____ Acquisition of larger acreage parcels adjacent to Fanno Creek for passive recreation purposes and rest stops along the greenway.

_____ Protection of the watershed and the tributaries that feed Fanno Creek for water quantity and quality.

_____ Other _____

2. What other interests should be considered? (Rank 1 to 5)

_____ Preservation/restoration of natural wildlife habitat

_____ Picnicking areas

_____ Public access

_____ Wetlands and riparian (streamside) corridors

_____ Educational opportunities

_____ Other _____

3. Specifically, where would you like to have better access to Fanno Creek?

4. Are there any locations where you would recommend against access?
Please briefly explain why.

5. What further suggestions would you propose to enhance the Fanno Creek Greenway?

6. What additional information would be helpful to you?

7. Additional comments:

8. Are you interested in participating in the Open Space Program as a willing seller or benefactor in the form of a donation, dedication or conservation easement?

Name, Address, Phone (OPTIONAL)

_____ Please add my name to your Fanno Creek Greenway Mailing List regarding future information, public meetings and events.

Please return to Metro Open Spaces Program, 600 Northeast Grand Avenue, Portland, OR 97232-2736. You may also call Metro's Open Spaces Hotline at 797-1919 for more information or to leave a comment.

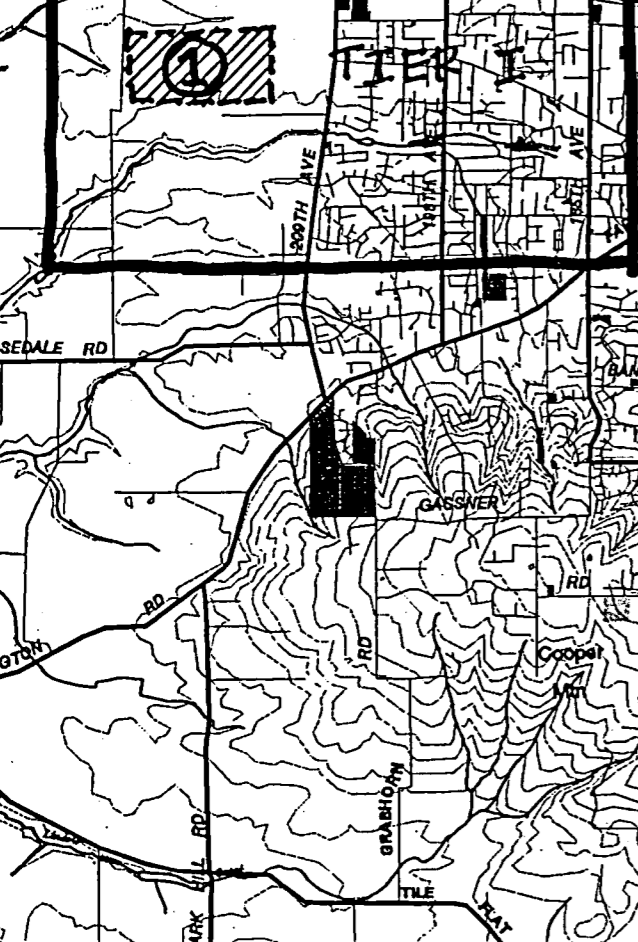
Appendix E

CHALLENGE GRANT GUIDELINES

- \$1,000,000 challenge grant account.
- Willing seller.
- The property under consideration must include creek frontage or wetland features and its purchase must benefit the watershed.
- Subject to deed restriction keeping property in natural condition in perpetuity.
- Available until 1999 (or until the fund is depleted, whichever is first).
- First come/first served.
- Site must be predominantly in natural condition at time of purchase.
- Goal of a minimum 25% non-Metro match.








DRAFT REFINEMENT PLAN



LEGEND

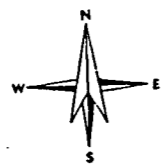


Fanno Creek Greenway

OWNERSHIP

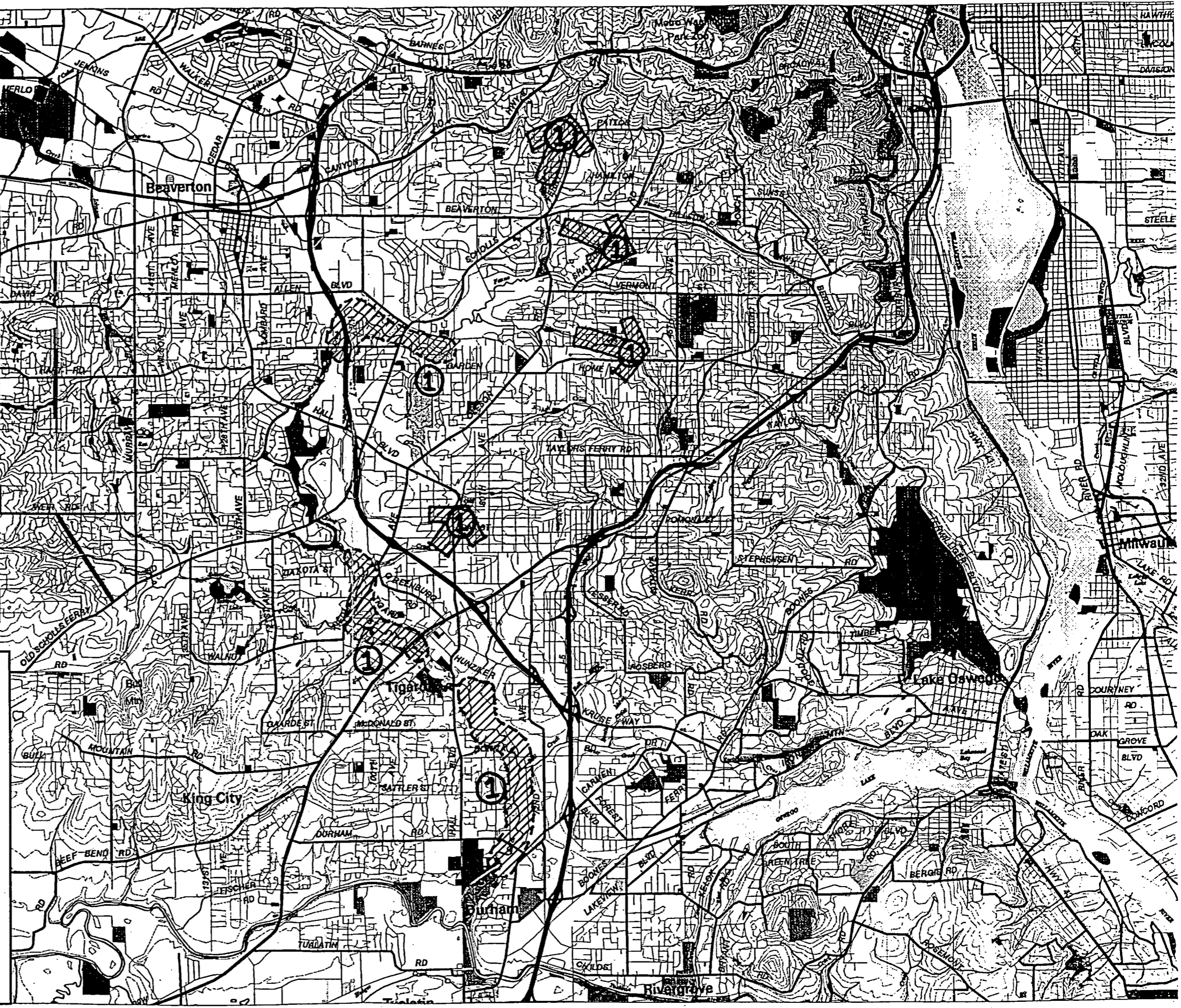
-  Federal
-  State
-  County (> .2 acres)
-  City
-  School District
-  Service District
-  Parks/Open Space

-  Rivers/Streams
-  Contour lines



600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700

Scale: 1" = 4700'
0 4700



PORTLAND PARKS AND RECREATION



1120 SW FIFTH AVE, SUITE 1302, PORTLAND, OREGON 97204-1933

TELEPHONE (503) 823-2223

FACSIMILE (503) 823-5297



CHARLIE HALES, COMMISSIONER

CHARLES JORDAN, DIRECTOR

May 15, 1996

Post-it* Fax Note	7671	Date	5-16-96	# of pages	2
To	KAREN MAXFIELD	From	WIRTH REEDS		
Co./Dept	METRO	Co.	PARKS		
Phone #	797-1555	Phone #	823-5476		
Fax #	797-1849	Fax #	823-6007		

Jim Desmond
Open Spaces Program Manager
Metro
600 NE Grand Avenue
Portland, OR 97232-2736

RE: Staff Reports on the Fanno and Tryon Creek Target Area Refinement Plans

Dear Jim:

Thank you for the opportunity to comment on the staff reports concerning the Refinement Plans for the Tryon and Fanno Creek Target Areas. We have reviewed both plans and do endorse their goals and objectives. We would like to take this opportunity to make the following suggestions and comments:

Tryon Creek:

1. The map shows areas adjacent to Marshall, Maricara and West Portland Parks as being of top priority for acquisition. We are fully supportive of this recommendation. However, the text on page 3 states that "priorities for acquisition should be focused on parcels that directly enhance the State Park or that protect water quality in tributaries." We would, therefore, suggest that language such as the following be included: "enhance the State Park and other publicly owned park lands or that protect water...."
2. The general objectives list as one of the guides to acquisition and protection efforts "contribution to the region-wide network of greenways through linkages on the perimeter of the target area." One opportunity for this kind of linkage to the Willamette River and publicly owned park lands along it, would be through Riverview Cemetery. However, it does not appear that any sites have been evaluated in this potential opportunity area.

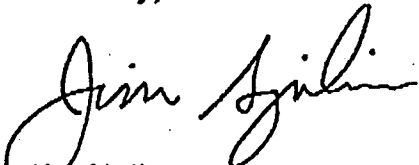
Fanno Creek:

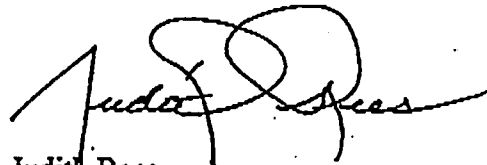
1. Although we understand that Metro's funds for acquisition are limited, we are concerned that the resources available to the City of Portland for providing a 25% match are very limited. The Bureau of Environmental Services which has been an active partner in the past in assisting with acquisitions in watershed areas, does not currently have funds available. Portland Park's "Locally Significant" Local Share funds were allocated to other target areas within the city where no other Metro Greenspaces funds were slated to be spent. As we went through a public process to identify these target areas and are under some obligation to proceed, we find ourselves in a difficult situation. We will do our best to find other public agencies and private groups to partner with to obtain the recommended 25% match but hope that you will also be mindful of our funding capacity and be willing to work with us to find solutions.

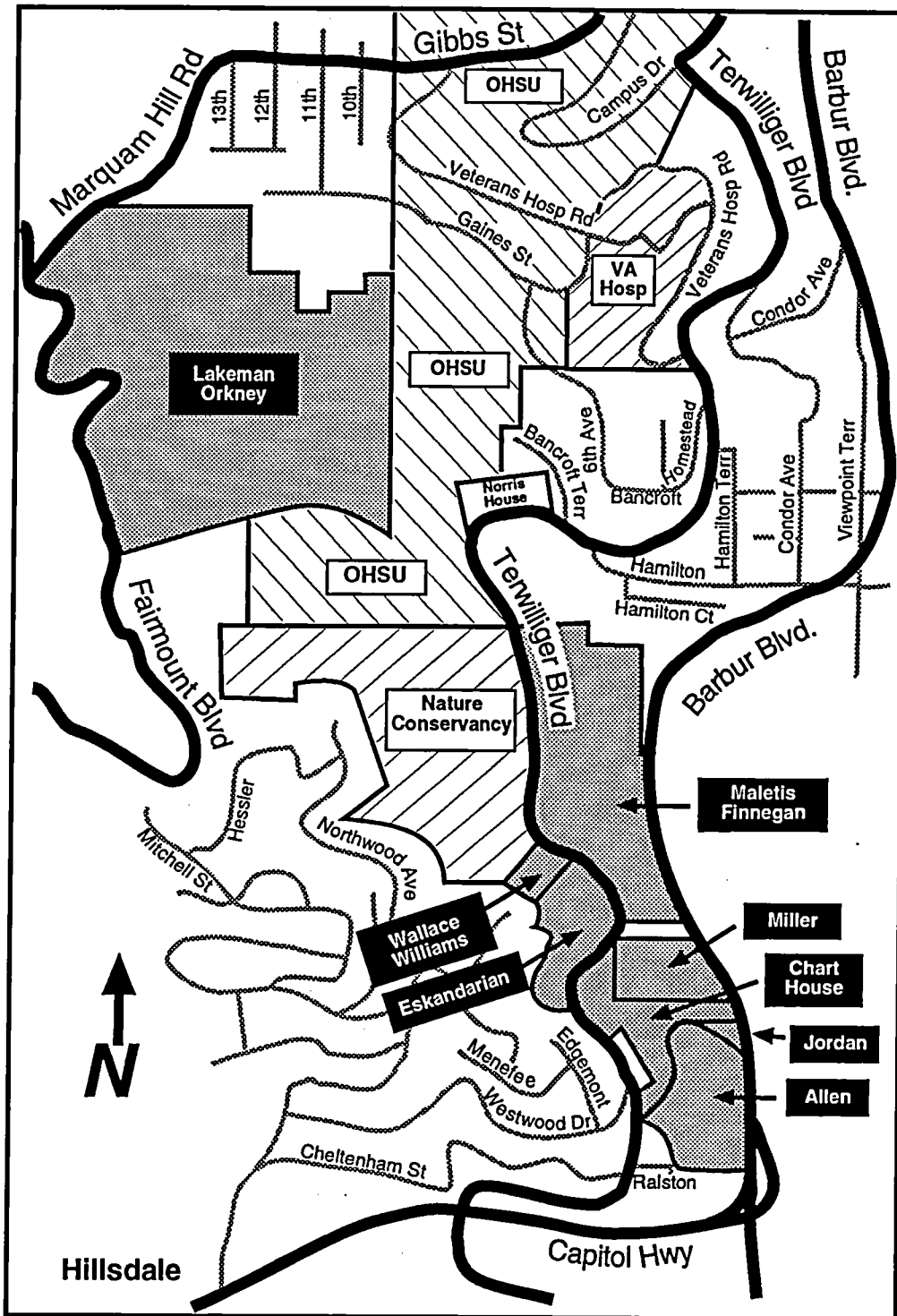
We look forward to working with you and other Metro staff in both of these target areas to enhance "greenspaces" for the citizens of Portland and the metropolitan area.

Thank you again for including us in your review process.

Sincerely,


Jim Sjulín
Natural Resources Supervisor


Judith Rees
Greenspaces Program Manager



Potential Developments. This map of Terwilliger shows major land owners in the area. Shaded areas are privately owned properties with development potential (owners' names appear on black tags.) The city owned Parkway is about 200' wide and contains the Boulevard.

EXHIBIT "A"

"Caption: BONDS TO IMPROVE ZOO, PROTECT OREGON ANIMAL SPECIES, PROVIDE EDUCATION"

"Question: Shall zoo create natural habitat Oregon animal exhibit; improve animal care, educational opportunities with \$28.8 million in general obligation bonds? If bonds are approved, they will be payable from taxes on property ownership that are not subject to the limits of section 11b, Article XI of the Oregon Constitution."

"Explanation: Approved bonds will allow zoo to:

- Create new natural habitat exhibit of Oregon animals such as cougars, bears, wolverines, eagles, heron, salmon and otters.
- Protect Oregon's threatened animal species.
- Provide new resources for teachers, children--including new petting zoo and classrooms.
- Save \$4 million in maintenance costs and generate new tourism revenues for zoo operations.

Bond cost estimate is less than 4 cents per \$1000 assessed value per year. \$100,000 home pays \$3.87 per year. Bonds mature in 30 years."

i:\dan2111

March 18, 1996

Exhibit A

Caption: BONDS TO IMPROVE ZOO ANIMALS' CONDITIONS, ACCESS;
PROVIDE EDUCATION

Question: Shall the zoo improve conditions for animals, visitor accessibility, education and recreation opportunities with \$28.8 million in general obligation bonds? If bonds are approved, they will be payable from taxes on property ownership that are not subject to the limits of section 11b, Article XI of the Oregon constitution.

Summary: Approved bonds will allow zoo to:

- Improve conditions for animals including lions, black bears, cougars, beavers.
- Provide natural habitat exhibits for threatened Oregon animals including sea otters, bald eagles, trout and wolverines.
- Complete pathways; improve entrance; better zoo access.
- Make zoo more self-sufficient. Eliminate older exhibits, save maintenance costs

Bond cost estimate is less than 4 cents per \$1000 assessed value per year. \$100,000 home pays \$3.87 per year. Bonds mature in 30 years or less.

Exhibit A

Caption: BONDS TO IMPROVE ZOO ANIMALS' CONDITIONS, ACCESS;
PROVIDE EDUCATION

Question: Shall the zoo improve conditions for animals, visitor accessibility, education and recreation opportunities with \$28.8 million in general obligation bonds? If bonds are approved, they will be payable from taxes on property ownership that are not subject to the limits of section 11b, Article XI of the Oregon constitution.

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- Make zoo more self-sufficient. Eliminate older exhibits, save maintenance costs

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Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2331, FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE FANNO CREEK GREENWAY TARGET AREA AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN

Date: April 26, 1996

**Presented by: Charles Ciecko
Jim Desmond**

PROPOSED ACTION

Resolution No. 96-2331 requests the adoption of Target Area boundaries and objectives for the Fanno Creek Greenway Target Area. These boundaries and objectives will be used to guide Metro in the implementation of the Open Space Bond Measure.

BACKGROUND AND ANALYSIS

The target area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) was as follows:

"Beaverton vicinity, Fanno Creek Greenway. Acquire up to 12 miles of trail corridor along the greenway."

In the 1992 Green Spaces Master Plan the target area was described as follows:

"Fanno Creek Greenway (Fanno Creek Watershed). Fourteen-mile stretch through residential, commercial and industrial lands. Densely forested land and scattered wetlands in upper reaches. Cutthroat trout habitat in some areas."

Target Area Description:

The Fanno Creek watershed drains the west side of the Tualatin Mountains and West Hills, running through parts of the City of Portland, Multnomah County, Washington County, and the cities of Beaverton, Tigard and Durham. Fanno Creek meanders approximately 14 miles through residential, commercial and industrial lands before entering the Tualatin River. The upper reaches and headwaters of Fanno Creek are in a semi-developed state and still contain isolated wetland and forest remnants. The lower reach, which runs through Beaverton, Tigard and Durham, has significant amounts of riparian corridor in public ownership.

There are several significant tributaries to Fanno Creek: east of Highway 217, they include Sylvan, Ivey, Pendleton, Vermont, Wood, Progress, Ash, Red Rock and Ball creeks; west of Highway 217 are Belton, Hiteon, Summer, and Pinebrook creeks.

The creek as a whole shows clear signs of degradation as a result of stormwater runoff from impervious surfaces and individual development within the watershed.

Land use protection for Fanno Creek varies from jurisdiction to jurisdiction. For a summary of current land use requirements see Appendix A.

Refinement Process

The Open Space Implementation Work Plan adopted by the Metro Council in November 1995, required that a Refinement Plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax-lot specific map identifying priority properties for acquisition, enabling Metro to begin the acquisition of property and property rights as detailed in the Open Spaces Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters and Due Diligence* guidelines of the Open Spaces Implementation Work Plan.

During the refinement process, field visits were conducted by Metro staff and environmental and planning consultants, biological assessments were undertaken on several important parcels; and planning documents were assessed. Twenty-two individuals were interviewed, representing property owners, governmental agencies, natural resource experts and non-profit advocacy groups. The stakeholders interviewed and a summary of their comments are listed in Appendix B.

A public workshop was conducted on April 16, 1996, at the Beaverton City Hall to discuss the overall target area and the proposed program objectives. Approximately 52 persons attended the workshop; 27 attendees completed the questionnaire distributed by staff. Key elements emphasized were protection of the watershed and the tributaries that feed Fanno Creek for water quantity and quality, followed by connecting links to open space natural areas, parks, trails, and greenways. Wetland and riparian corridors ranked highest for other interests to be considered, followed by preservation and restoration of natural wildlife habitat.

Q. #1. Prioritization of Key Elements	First Preference	2nd	3rd	4th	5th	6th
Protection of watershed & tributaries	45%	15%	7%	26%	7%	0
Links to open spaces, etc.	23%	18%	23%	22%	7%	7%
Acquisition of 100 year flood plain	19%	34%	26%	11%	3%	7%
Pedestrian/bike paths	11%	23%	23%	7%	29%	7%
Large acreage for passive recreation	7%	7%	19%	18%	38%	11%

* Not all respondents answered all questions.

Q. #2 Other Interests for Consideration	First Preference	2nd	3rd	4th	5th	6th
Wetlands & riparian corridors	63%	26%	4%	4%	0%	3%
Natural wildlife habitat	29%	60%	11%	0%	0%	0%
Public access	11%	11%	15%	49%	3%	11%
Educational opportunities	0%	3%	60%	7%	15%	15%
Picnicking areas	0%	0%	3%	18%	56%	23%

Questions and comments from the floor are summarized in Appendix C. A copy of the questionnaire is attached as Appendix D.

Regional Parks and Greenspaces Advisory Committee

A presentation of the staff report was given by Metro staff and its consultants at a public meeting at Metro Regional Center on April 25, 1996. The Advisory Committee voted to recommend adoption of the objectives with an amendment to Appendix E (Challenge Grant Guidelines). The amendment recommended the following:

1. Grant money may not be used to purchase "developer set-asides.
2. Any property purchased must have creek frontage or wetland features.
3. The property must contribute benefits to the Fanno Creek watershed.
4. All grant projects must be approved by the Advisory Committee.

Appendix E has been modified to reflect items 2 and 3. Items 1 and 4 were not included because of the following:

- There may be a need to purchase a "developer set-aside" in order to allow public access, or to restore the site.
- Presenting potential purchases to the advisory committee would be difficult because of the "confidentiality" problem and the need to respond quickly to an opportunity (the advisory committee meets once a month).

Findings:

- Fanno Creek is a regionally significant natural resource due to its fish, wildlife, recreation and educational value. In order to complete the greenway system in the Beaverton/Tigard vicinity, the major emphasis for acquisition must be placed on the main stem of Fanno Creek. Significant amounts of riparian corridor are already in public ownership, however major portions are not protected and need to be acquired in order to have a continuous greenway.
- The main stem of Fanno Creek is fairly intact from the mouth to Vista Brook Park. From Vista Brook Park, the creek splits into numerous tributaries which have been highly urbanized. There is no logical greenway pattern that can be established in the northern portion of the watershed. The greenway/corridor will need to consist mainly of street access linking isolated parcels.
- When possible, Metro acquisitions should be multi-purpose. Special emphasis should be placed on connecting the greenway/corridor to other public facilities and regional target areas such as the Tualatin River Greenway, Beaverton Creek Trail, Summer Creek Trail, Marquam/Wildwood Trail, Terwilliger Greenway and Tryon Creek State Park.
- The riparian corridor is important to protect on all portions of the creek and its tributaries in order to enhance water quality and habitat value. Emphasis should be given, however, to the creek confluence's, tributary headwaters (particularly those located in the upper reaches of the watershed), the gaps in public ownership, and the mouth of Fanno Creek where it enters the Tualatin River.
- Flooding is a significant problem in the Fanno Creek watershed. When possible Metro should work with local agencies to acquire properties that could limit future flood damage.

- Significant wetlands need protection along Sylvan, Pendelton, Woods and Ash creeks. A challenge grant account should be established to leverage available financial resources.
- Land acquisition alone will not sufficiently protect water quality, fish/wildlife habitat, or recreational values of Fanno Creek. Other strategies including careful stormwater management, education, and effective stream buffers will be required.

GOAL:

Establish 12 miles of greenway along Fanno Creek and its tributaries in order to protect water quality, fish, wildlife, and recreational values.

OBJECTIVES:

The following are prioritized specific objectives of the Fanno Creek Greenway Refinement Plan.

Tier I Objectives:

- Complete a continuous greenway along the main stem by acquiring stream-front lands between the Tualatin River and Vista Brook Park.

- Encourage participation of other governments and non-profit organizations in the protection/enhancement of water quality and water quantity by establishing a challenge grant account for land acquisition along the following Fanno Creek tributaries:
 - Pendleton Creek
 - Woods Creek
 - Sylvan Creek
 - Ash Creek

The challenge grant funds shall be administered as detailed in Appendix E.

Partnership Objectives:

- Encourage local jurisdictions to establish linkages between the Fanno Creek Greenway and the following existing or planned features:
 - Tualatin River Greenway
 - Beaverton Creek Trail
 - Summer Creek Trail
 - Marquam Trail/Wildwood Trail
 - Terwilliger Greenway
 - Tryon Creek State Park

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 96-2331.

Fanno Creek Greenway

Planning and Land Use Opportunities/Limitations

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitations
Ash Creek (headwaters, north and south forks)	Portland Basin: 644 acres [The Fanno Creek basin covers 4,700 acres of SW Portland.]	Environmental Overlay Zones [Coordination with Portland's ongoing SW Community Plan process is imperative. Among other opportunities may be the potential for creation of public recreational trail designations along Fanno tributaries in the City's Comprehensive Plan.]	<p>Segments of the south Ash Creek fork in the vicinity of Dickinson Road are within the Environmental Protection zone. These segments reflect the fragmented nature of the creek corridor, which is interrupted by existing housing development between 59th and 64th Ave. The Environmental Conservation zone provides a buffer outside of the Protection zone and continues north and east of Dickinson Park. The Conservation zone permits controlled development whereas the Protection zone prohibits most development (trails and restoration work allowed after review). The large parcel west of the park (a wooded ravine) should be considered as a possible target site for title or easement acquisition.</p> <p>The north Ash Creek fork flows across mostly developed, medium-density residential lots. The corridor is within a Protection zone with a Conservation zone buffer between the City limits and SW 55th Ave. Additional Environmental zone (E-zone) areas are located south of the creek near Brugger Rd. The developed lot pattern will make any greenway proposals in this subbasin a challenge; such a greenway, however, if found to be feasible, would provide a link between Moon Shadow and Woods Creek Parks.</p>
Ash Creek (north and south forks, main stem)	Washington Co. Basin: 1,118 ac.	Significant Natural Resource	<p>County maps identify areas where Significant Natural Resources (SNR) likely exist; it is left to the developer to determine/delineate the extent of the resource. An array of SNR designations exist along both forks of Ash Creek, including wildlife habitat, water areas and wetlands. Widths of SNR designations vary between 0 (several gaps exist) and 500 feet. Based on the Code provisions (Section 422), a minimum 25-foot setback from Ash Creek is expected with additional setbacks depending on the findings of the developer's consultant. There is evidence of development within SNR areas suggesting that the effectiveness of this regulation needs field verification.</p> <p>Both forks have identified park deficient areas near the Portland City Limits. Scenic features are also identified near the City Limits, and at Metzger Park and Hwy. 217.</p>
Ash Creek (confluence with Fanno Creek)	Tigard Basin: 785 acres	Sensitive Lands	<p>The main stem of Ash Creek is designated on Tigard's Sensitive Lands map with both wetland and floodplain resources. Tigard and other jurisdictions in Washington County apply the Unified Sewerage Agency 25-foot setback standard from streams and wetlands. This standard does not provide full resource protection, however, because development is still permitted using buffer averaging and/or impact mitigation.</p> <p>Tigard requires floodplain and trail dedication with most development, but this was challenged (and struck down for a particular site) in Dolan v. City of Tigard. The Sensitive Lands ordinance remains in effect today though the City Attorney is now preparing amendments to permit easements in lieu of land dedication.</p>

Resource/Corridor Jurisdiction Regulation Opportunities/Limitations

<p>Ball Creek</p>	<p>Lake Oswego Basin: 866 acres [The lower 2,700 feet (174 acres) of Ball Cr. is in Tigard with a 25' Sensitive Lands buffer (it widens to 300' at Fanno confluence).]</p>	<p>Major Stream Corridor Buffer Zone [Other regulations apply to tree removal, steep slopes, etc. but these are neither specific to the riparian corridor nor do they provide significant resource protection.]</p>	<p>Ball Creek channel, its banks and a 25-foot area beyond the top-of-bank are part of the buffer zone. Actual buffer zone boundaries may differ and are normally established at the time of development application. Development in buffer is subject to standards that include a no-feasible-alternatives test and a loss-of-economic-use test. Recreational trails and facilities, road and utility crossings, and stormwater facilities are permitted. The creek passes two school sites (Oak Creek Elementary School and Portland Community College) and may offer associated education/restoration opportunities. However, connectivity between schools and lower Ball and Fanno Creeks is limited by housing developments. Southwood Park could serve as a local hub, particularly if expanded through acquisition (fee title or other) of forested ravines to south. A pond in Southwood Park (north of sewer plant) is identified as a Distinctive Natural Area (see further discussion of DNAs below).</p>
<p>Carter Creek</p>	<p>Lake Oswego Subbasin of Ball Creek (accounts for half of Ball Cr. acreage noted above)</p>	<p>Major Stream Corridor Buffer Zone</p>	<p>The same Lake Oswego buffer zone standards apply as those for Ball Creek. Corridor has the potential to link Fanno Greenway to Waluga Park (and points east such as Iron Mountain Park) while passing special features such as the Distinctive Natural Area discussed below. Conservation/trail easements within buffer zone may be an attractive option for developers who can appreciate the amenity value of a connected greenway serving their development and who have no other beneficial use of the buffer.</p>
<p>Douglas fir grove along Carter Creek (and other Distinctive Natural Areas in subbasin)</p>	<p>Lake Oswego Acreage varies</p>	<p>Distinctive Natural Area</p>	<p>A Douglas fir grove located south of Meadows Road and north of Carter Creek is identified by the City as a Distinctive Natural Area (DNA). The area is zoned for Commercial/Industrial use and requires a 15 percent open space/park land set-aside for new development (some exceptions apply). Proximity to Carter Creek and set-aside rule may permit incorporation into greenway. Two other Douglas fir groves (DNAs) are located within the subbasin. One is north of Burma Road between Bangy and Kimball Court. This grove is separated from Carter Creek by Bonita Road and has limited potential for incorporation into a greenway corridor. The other grove is west of Peters Road and is surrounded by existing housing development; this grove also is a substantial distance from either Carter or Ball Creeks. Both of these Distinctive Natural Areas appear to be too isolated to incorporate as a local link in the greenway system. One additional DNA—the Kruse Oak/Ash Forest—is located north of Kruse Way near Westlake Drive. This forest, like the groves discussed above, is isolated by roads and development. However, potential integration exists if a roadway link were to be established between Carter Creek and Westlake Park.</p>

<p>Fanno Creek (unnamed headwater tributaries--<u>north</u>)</p>	<p>Multnomah Co. Basin: 258 acres</p>	<p>Hillside Development and Erosion Control [New Significant Environmental Concern regs took effect Oct. 7, 1995 but do not apply to urban areas (i.e., within the UGB) such as this.]</p>	<p>This reach of Fanno Creek headwater tributaries is not directly or effectively protected by Multnomah County regulations. The Hillside Development and Erosion Control regulations provide limited, indirect conservation measures. A Hillside Development Permit is required in hazard areas (which apply only in the northwest corner of this sub-basin) or in areas exceeding 25% slope. If a permit is required, a geo-tech report must be prepared. However, based on consultations with geo-technical engineers, development within these steep or hazard lands will always be possible if funding is available for site engineering.</p> <p>This area will eventually annex to the City of Portland and receive Environmental zoning but current annexation plans (through 1997) do not include this area.</p> <p>This County section consists of two headwater tributaries that would be dry during the primary (summer) greenway use season. Nevertheless, the corridors remain forested and existing open space set-asides north of Thomas and 53rd Park and possible future PUD set-asides along the west creek fork could potentially be linked south to Fanno.</p>
<p>Fanno Creek (unnamed headwater tributaries--<u>north</u>)</p>	<p>Portland Basin: 1,020 ac.</p>	<p>Environmental Overlay Zones</p>	<p>This area is located between the Ivey and Sylvan Creek subbasins; jurisdiction is split between Portland and Multnomah County. As discussed above, there is essentially no protection in place for the creeks within the County. By contrast, Portland E-zones protect a 100-foot wide corridor along the creek.</p> <p>Greenway planning becomes challenging here because the tops and bottoms of these tributaries are in Portland while their middle reaches are in the County. As noted above, the unincorporated County land will annex to the City of Portland but no current annexation plans are in place. The two tributaries that appear to have the greatest greenway potential are: 1) the creek that passes Thomas and 53rd Park, and 2) the creek near SW Shattuck Road. Both creeks have a combination of large and/or undeveloped lots and existing open space set-asides. The latter creek (2) might serve as a connection to Council Crest Park and from there to downtown Portland via Marquam Nature Park and the Terwilliger Parkway.</p>
<p>Fanno Creek (unnamed headwater tributaries--<u>south</u>)</p>	<p>Portland Basin: 1,000 ac.</p>	<p>Environmental Overlay Zones</p>	<p>This is the far eastern headwaters of Fanno Creek. Protection measures in this area vary from Conservation zoning (along most of main stem Fanno) to Protection zoning (along most of the small headwater tributaries). Like the greenspaces themselves, the environmental zoning is somewhat fragmented. A large protected area is located along a forested ravine north of Hillsdale Park and Gray School.</p> <p>Existing development patterns may force some greenway linkages onto existing roads. As the easternmost point in the Fanno basin, this area could provide an important east-west link to the Terwilliger Parkway and points north and south.</p>

Resource/Corridor Jurisdiction Regulation Opportunity/Limitation

Fanno Creek (main)	Beaverton Basin: 2,140 ac.	Significant Natural Resource Areas [Floodplain and Significant Tree regulations also apply.]	The reach of Fanno Creek passing through Beaverton is designated as a Significant Natural Resource Area (SNRA). Most of this area is City-owned open space (Fanno Creek Greenway). Upstream of Denney Road the creek crosses privately-owned, large lots that are "developed" outside of the SNRA area. This northern reach contains a more intact forested riparian corridor than the City greenway which lacks riparian vegetation in many areas. The entire reach of Fanno through Beaverton is protected by Floodplain and Significant Tree regulations as well as its SNRA designation. Beaverton is reported to have the most stringent regulations in Washington County. Other SNRAs are located at Hyland Forest, at the west end of the Whitford Middle School, and north of Hackmore Ct. near 130th Ave. These areas are islands of forest surrounded by roads and development and are not associated with riparian corridors.
Fanno Creek (main)	Clackamas Co. Basin: 203 acres	Not applicable	This small section of Clackamas County technically is part of the Fanno basin but no watercourses or resource areas are located here. The subbasin is a residential community severed from any possible links to the Fanno Creek Greenway by Interstate 5 and existing industrial development in Tigard.
Fanno Creek (main)	Tigard Basin: 3,767 ac.	Sensitive Lands	The main stem of Fanno flows from Beaverton into Tigard where it is in a Sensitive Lands buffer varying in width between 200 and 800 feet. Both floodplain and wetland resources are designated as Sensitive Lands. Streams and wetlands receive a 25' setback under the USA requirements (see discussion for Ash Creek). However, this setback can be encroached upon through setback averaging or impact mitigation. As noted below, Tigard normally requires that development stay out of floodplains. This reach of Fanno includes the A-Boy Plumbing site at Main Street which was the subject of the U.S. Supreme Court case, Dolan v. City of Tigard. No significant changes have transpired since the court's decision was issued except that Tigard is now relying more on floodplain and trail easements than on land dedications.
Fanno Creek (main)	Washington Co. Basin: 1,040 ac.	Significant Natural Resource	Significant Natural Resource designations apply to Fanno Creek but vary in width from 25 to 500 feet or more. One designated "significant natural area" (SNA) is located along Fanno north of Vermont St. and east of Nicol Rd. This SNA also is an identified scenic feature and links the Portland Golf Club with Bauman Park. As such, the site may be an important target acquisition site. Parts of this area will annex to Beaverton and parts to Portland; however, annexation boundaries, schedule and proposed resource regulations have not been determined.
Fanno Creek (confluence w/Tualatin)	Durham Basin: 151 acres	Greenway District	Durham's Greenway District is essentially a floodplain ordinance with limits on siting of structures within the 100-year floodplain. Durham requires dedication of floodplain areas to the City, but requirements appear ambiguous. Except for the northern 600' of Fanno near the railroad, all of greenway is already part of Durham City Park.

Resource/Corridor Jurisdiction Regulation Opportunity/Limitations

Ivey Creek	Portland Basin: 304 acres	Environmental Overlay Zones	<p>Ivey Creek is a small tributary to Fanno that splits into two forks south of Hamilton Street. The north fork passes Hamilton Park. The creek is within continuous Protection zones (of 100 feet or more width) for most of its length. Conservation zones provide an additional buffer along certain parts of the creek.</p> <p>Some large lots and open space set-asides exist, particularly south of the park. A greenway link between the park and Fanno may be possible via conservation/trail easements. Council Crest Park is located at the top of the subbasin and is the closest park or potential greenway feature to downtown Portland within the Fanno basin. Links from the park to downtown via Marquam Nature Park and the Terwilliger Parkway may be possible.</p>
Pendleton Creek	Portland Basin: 231 acres [The last 1,000' (9 ac.) of creek is in Washington Co with 25' buffer.]	Environmental Overlay Zones	<p>Pendleton Creek is a small subbasin at the western boundary of Portland. Protection zones follow the creek between about 54th Avenue and the City limits. A large area of Conservation zone covers the forest north of the Alpenrose Dairy site (see comments for Vermont Creek). North-south linkages between the typically east-west corridors (e.g., Woods Creek, Vermont Creek and Fanno's main stem) could potentially be established through the forest and a redeveloped dairy site, and/or via Fairvale Court (through or adjacent to Pendleton Park and Hayhurst School).</p>
Summer Creek	Beaverton Basin: 1,332 ac.	Significant Natural Resource Area [Floodplain and Significant Tree regulations also apply.]	<p>SNRA protection along Summer Creek headwater tributaries ranges in width from 0 (where gaps exist) to 300 feet. The City inventory also shows scattered areas of Significant Trees in the Summer Creek basin. The largest of these, south of Weir Rd. near 160th Ave., is now mostly built out with housing and the Nancy Ryles school.</p> <p>Numerous large, undeveloped lots can still be found along portions of the Summer Creek tributaries and may be possible target sites for title or easement acquisition.</p>
Summer Creek/Bull Mountain	Tigard Basin: 1,248 ac.	Sensitive Lands	<p>The Bull Mountain area in the south part of the Summer Creek subbasin has been annexed incrementally to the City of Tigard, with large parcels yet to be incorporated. Slopes over 25% are designated Sensitive Lands; however, these lands can and are being readily developed subject to erosion and geo-technical standards. At the base of Bull Mountain, beginning in Jack Park, a Summer Creek tributary is protected with a Sensitive Lands (wetland) designation. Here, as in other parts of Washington County, the 25-foot Unified Sewerage Agency setback standard applies. This standard does not provide full resource protection, however, because development is still permitted with buffer averaging and/or impact mitigation.</p> <p>Though the slope provisions will not protect Bull Mountain, there is evidence that the stream corridors are receiving some open space set-asides when development occurs. Streamside linkages through these open spaces may be possible to connect Jack, Summerlake and Woodard Parks, as well as Fowler and Mary Woodward Schools.</p>

Resource/Corridor	Jurisdiction	Regulation	Opportunities/Limitations
Summer Creek/Bull Mountain	Washington Co. Basin: 1,363 ac.	Significant Natural Resource	<p>The northern slopes of Bull Mountain support the headwater tributaries to Summer Creek. Both the slopes and the tributaries are designated SNRs; the slopes west of the BPA/PGE power lines are "wildlife habitat" while the slopes to the east are "significant natural areas." The Bull Mountain slopes are also designated scenic features. North of Bull Mountain, Summer Creek tributaries are also designated SNR.</p> <p>Despite these protection designations, some of these slopes and riparian corridors have already been developed which suggests, as previously mentioned, that the regulations do not effectively protect natural resources. Portions of Bull Mountain have recently been annexed to Tigard which has designated slopes over 25% as Sensitive Lands. Acquisition should be considered at Bull Mountain and along Summer Creek tributaries before future development cuts off existing access corridors.</p>
Sylvan Creek (headwaters)	Multnomah Co. Basin: 266 acres [The northern-most tip of this creek (81 acres) begins in Portland, where it also has no environmental protection.]	Hillside Development and Erosion Control [New Significant Environmental Concern (SEC) regulations took effect October 7, 1995 but do not apply to urban areas such as this.]	<p>This stream and associated tributaries in unincorporated Multnomah County are not directly protected. A Hillside Development Permit is required in hazard areas (which applies only along the easternmost border of this sub-basin) or in areas exceeding 25% slope. These regulations do not provide effective protection for the stream corridor as discussed previously for the County portion of Fanno Creek headwaters.</p> <p>Two areas of the Sylvan Creek portion of Multnomah County are slated to be annexed to the City of Portland. The Highlands subdivision and parts of Sunset Hwy. corridor are planned for annexation June 30, 1996; the 1995 Street of Dreams area is scheduled for June 30, 1997. A Boundary Commission meeting on this subject was held February 8, 1996. With no County SEC protection, the City will annex these areas without automatic protection; based on adjoining City E-zones, Protection and Conservation zoning along the creek can be expected but may be delayed for months if not years.</p> <p>The 1995 Street of Dreams development set aside open space areas along the creek that could provide some north-south connectivity; access south into Washington County becomes a problem, however, due to the existing housing development pattern.</p>
Sylvan Creek (headwaters)	Washington Co. Basin: 419 acres	Significant Natural Resource	<p>Though some wooded riparian corridor remains, this area of Sylvan is too densely platted and developed to provide real greenway opportunity. Raleigh Wood Park, though close to the main stem of Fanno, is isolated from it by major development at the Scholls Ferry Rd./Beaverton-Hillsdale Hwy. interchange. Though annexation boundaries are presently in dispute, this area will most likely annex to Portland rather than Beaverton. Metro is helping to mediate the dispute and is responsible for coordinating and approving the boundary determination.</p>

<p>Vermont Creek</p>	<p>Portland Basin: 773 acres [The outfall of this creek (last 700 feet, 38 acres) is in Washington Co. where it is identified as a SNR.]</p>	<p>Environmental Overlay Zones [Coordination with Portland's ongoing SW Community Plan process is imperative.]</p>	<p>Vermont Creek received slightly unusual treatment by the City in that Protection zones were adopted without the typical Conservation zone buffer. The creek is still reasonably well protected within an average 100-foot wide corridor. Existing development patterns have restricted the riparian corridor width and fragmented some of its connectivity.</p> <p>A Fanno Creek Resource Center is proposed along the creek at Shattuck and Vermont. Links downstream to Bauman Park and on to the Alpenrose Dairy site (see discussion for Fanno, Washington County). Redevelopment options that include recreational facilities are contemplated for the Alpenrose Dairy site in the SW Community Plan.</p> <p>Gabriel Park, near Vermont Creek headwaters, is one of the largest parks in the Fanno Basin. While a connected greenway system along Vermont Creek could be difficult to achieve, multi-modal connections (primarily pedestrian and bicycle) over local streets from the park to other parts of the greenway system (such as Woods Creek) could be accomplished relatively easily. Multnomah Community Center and St. John Fisher, Maplewood and Hayhurst Schools are all within walking distance of Gabriel Park.</p>
<p>Woods Creek</p>	<p>Portland Basin: 550 acres</p>	<p>Environmental Overlay Zones</p>	<p>Woods Creek is possibly the most intact riparian corridor within Portland's roughly 4,700-acre headwaters section of the Fanno Creek basin. Beginning at Woods Memorial Park, the corridor is covered by Protection zones as wide as 300 feet with a surrounding buffer of Conservation zones which occasionally cover an additional 500 feet or more. The presence of undeveloped lots (both large and small) and three parks--Woods, April Hill and Hideaway (nearby in Washington County)--make this functioning corridor an opportune greenway target area. While the creek and some of its riparian corridor are protected, acquisition of trail easements would still be required. Since many contiguous lots are undeveloped and topographically constrained, fee title purchase may prove a worthwhile acquisition tool. The proximity of local schools--Maplewood and Smith--offers education and restoration opportunities as well (Portland Parks has worked with these schools on education/restoration projects in the past).</p>
<p>Woods Creek</p>	<p>Washington Co. Basin: 236 acres</p>	<p>Significant Natural Resource</p>	<p>County maps show a patchwork of habitat, water area and open space designations. As discussed for Ash Creek (above), minimum 25-foot creek buffers can be assumed.</p> <p>Hideaway Park and identified scenic resources are located near the Portland City Limits. The Woods/Fanno Creek confluence is in the Portland Golf Club. Public pedestrian access through the Club may not be desirable, although use of the forest groves between fairways may be feasible (in a manner similar to the public recreational trail at Glendoveer Golf Course and others).</p>

APPENDIX B

Greenspace Planning and Public Involvement - Fanno Creek

CONTACT LIST
 (April 18, 1996)

Cont. #	Name	Affiliation	Address	Phone	Fax	Cont. Resp.	Date Cont.	Comments
1	Bill Barber	Metro, Transportation (Bicycles)	600 NE Grand Ave Portland, Oregon 97232	797-1758		MW / MF	3/20	<ul style="list-style-type: none"> • need east-west connections and access points • greenway important for recreation and transportation - "the scenic route" • greenway important as incubation site for beginning bikers • need redesign of some existing segments
1	Andy Cotugno	Metro Transportation	600 NE Grand Ave. Portland, Oregon 97232	797-1763		MW / MF	3/20	<ul style="list-style-type: none"> • get as much connectivity as possible [connect Tualatin River with Terwilliger/Markham] • combination of sidewalks / bike paths greenway / natural areas / parks • match local option projects to Greenway goals • greenway connection most important in high density areas
1	Allison Dobbins	Metro, Transportation (pedestrians)	600 NE Grand Ave. Portland, Oregon 97232	797-1748		MW / MF	3/20	<ul style="list-style-type: none"> • connect schools and neighborhoods to designated greenway access points along route • Integrate sidewalk construction to greenway access
1	Dave Drescher	Metro, DRC	600 NE Grand Ave. Portland, Oregon 97232			MW	1/30	<ul style="list-style-type: none"> • background - Fanno Creek Greenway
1	Lori Faha	Tualatin Basin designated management group	USA	648-8730		MW / MF	3/19	
1	Rosemary Furfey	Metro Growth Management	600 NE Grand Ave. Portland, Oregon 97232	797-1726		MW	3/26	<ul style="list-style-type: none"> • 100 year floodplain out of developable land in 2040 plan • working on code language for natural resource protection • storm water management <u>not</u> included in current work

Greenspace Planning and Public Involvement - Fanno Creek

C O N T A C T L I S T *continued*

Cont P	Name	Affiliation	Address	Phone	Fax	Cont Resp	Date Cont	Comments
1	Leonard Gard	SWNI	SW Neighborhood Office 7688 SW Capitol Highway Portland, Oregon 97219	823-4592		MW / MF	3/20	<ul style="list-style-type: none"> provide access to neighborhood centers [Gabriel Park, Garden Home] favor developing several options for Portland portion of greenway
	Dan Haggerty	Fans of Fanno Creek				MW / MF	3/27	<ul style="list-style-type: none"> support purchase of infill along mainstem of Fanno Creek negotiate with landowners and developers to develop environmental design standards (alternatives to purchase and / or easements)
	Andy Harris					MW	3/11	<ul style="list-style-type: none"> existing connection between Willamette River downtown - PCC - Tryon via public / private easements / natural areas / parks 20% natural area set aside for development explore tax adjustments for land trust donations or fee relief
1	Mike Houck	Portland Audubon Society	5151 NW Cornell Rd. Portland, Oregon 97210			MW / MF	3/27	<ul style="list-style-type: none"> support acquisition of gaps in trail (mouth of Fanno to Portland Golf Club) integrate active / passive recreation and wildlife habitat choose least cost / least environmental damage routes for trail
1	Mid Huie	Metro, Parks and Greenspace	600 NE Grand Ave. Portland, Oregon 97232			MW	1/30	Background Interview: Fanno Creek Greenway
1	John Lecavalier	Fans of Fanno Creek	6300 SW Nicol Rd. Portland, Oregon 97223	246-7771		MW / FM	3/27	See Dan Haggerty
1	Deb Lev	City of Lake Oswego	380 A Avenue Lake Oswego, Oregon 97034	635-0290		MW	3/11	see Andy Harris

Greenspace Planning and Public Involvement - Fanno Creek

CONTACT LIST *continued*

Cont P	Name	Affiliation	Address	Phone	Fax	Cont Resp	Date Cont	Comments	
1	Jim	McIlhinney	THPRD			MW	3/11	<ul style="list-style-type: none"> • multi-purpose / multi-modal trail but primarily recreational • THPRD greenway goals: fill in the gaps within district / connect employment centers • just beginning to use conservation easements / very interested in partnerships • water quality / floodplain acquisition ok – but need recreation value • connect to Beaverton downtown 	
	Terry	Moore	Portland Planning Bureau			MW / MF	3/26		
1	Andy	Priebe	THPRD			MW	3/11	see Jim McIlhinney	
	Jim	Sjulin	Portland Parks	1120 SW Fifth Ave., Rm 1300 Portland, Oregon 97204	823-5122		MW	4/3	
	Dave	Smith	Wildlife Biologist (member of USA / Fanno Creek Management Plan Team)	3559 NW Stanton Portland, Oregon 97212	335-0380		MW / MF / DA	3/19	<ul style="list-style-type: none"> • significant natural areas within Fanno Basin study area (USA management project) <ul style="list-style-type: none"> – mouth of Fanno Creek (Durham Park / Cook Park / USA prop.) – Tigard Woods – East of 217 crossing (Beaverton) – OES marsh / Tower Field wetland
1	Kendra	Smith	KAI (Project Manager USA / Fanno Creek Management Pan)	12600 SW 72nd Tigard, Oregon 97223	w968-1605 h203-1382		MW / MF	3/5	<ul style="list-style-type: none"> • provide continuous link of resources <ul style="list-style-type: none"> – wildlife habitat – water quality – recreation: active and passive • suggested connections: <ul style="list-style-type: none"> – Rock Creek / Forest Park via downtown Beaverton • USA Management Study focusing on restoration of floodplain function
1	Amin	Wahab	Portland BES	1120 SW Fifth Avenue Portland Oregon 97204	823-7895		MW / MF	1/21 & 3/5	

APPENDIX C

Fanno Creek Public Workshop Public Comments

April 16, 1996, 7 - 9 p.m., Beaverton City Hall

Attendance: 52 citizens

- I'm from Garden Home. I like your idea in Tier I in Scholls Ferry. I encourage you to go a few blocks further to Vista Brook Park. Most adjacent properties have already been acquired by THPRD.
- I have a question regarding the long-term sustainability of the water quality. Can it be maintained? I'm encouraging you to look at the headwaters, not just the trail or greenway.
- It's important to look at the integrity of the stream system as a whole.
- (Owns property on Fanno Creek in Tigard) Get enough property together conglomerated to make a difference. My fear is that "beads on a necklace" will be too disjointed. Coe development: otters, marmots, etc. If you create that area, the people can walk through something nice, surrounded by natural setting.
- What percentage of continuous lands can be acquired? If can't get continuous, do we buy large pieces? Do we have the money to get those four large pieces? You're saying we can take care of purchasing tier I?
- Don't buy Greenway Park. Are you going to build bridges?

Answer: No.

- I live in Durham. Since 1966 when Durham was founded, I've been involved. I know the feeling of Durham City Council. I don't think Durham is interested in connecting Durham City Park to Tigard. We talked about connecting to Durham School and Tigard City Park, but were concerned about access. It's much easier to manage without having public access through the back. I've been on the city council for the first 16 years and planning commissioner for 9 years. I don't know how desirable a connection would be. We're concerned about vandalism, vehicles coming through, etc.
- I want to make a case for Woods Creek headwaters acquisition south of Multnomah Blvd. to the headwaters and Woods Park. Please give this serious consideration. (Cedar Meadows)
- (from Sylvan Creek) The tributaries are essential. I would like to see priorities (tiers) reversed to first protect the tributaries and headwaters. I'm concerned about the meaning of tier I and tier II.
- I live in southwest Portland. Southwest has a Southwest Plan that will make the area more dense. I want to make an argument for open spaces—for trees along Arnold Creek—to be able to see from my home. I want to argue for scattered open spaces.
- I've been a stakeholder on Fanno Creek for 30 years. Some money should be spent on flood control. We have more and more roofs, paving, flooding, etc. The creek rises eight to nine feet within 24 hours. Belle Air and Allen Blvd. are under water.

- What's your program for conservation easements?

Answer: We can accept gifts or purchase easements were applicable. Conservation easements provide for perpetual restriction on future use of the property, reduce estate taxes, and are considered by the IRS to be charitable gift deductions.

- Regarding flood control: USA [Unified Sewerage Agency] and BES [Portland Bureau of Environmental Services] want preservation, but BES has no budget for preservation in southwest Portland. I want to see money go into parks, not sewerage easements, utility uses of the land, etc.
- **Metro:** Let's see a show of hands of who wants the priority to be
 main stem protection: 18
 headwaters protection: 18
- It's more than just flood control; it's fish habitat, water quality and quantity of flow; phosphorous removal.
- What do you know about Beaverton local share?

Answer: \$239,000 unallocated. Public meetings will be held by Beaverton Council.

- We can't purchase all green areas. \$3.5 million is not much. Concentrate on getting land in the stem and at the headwaters that if not gotten now, will be soon developed. You should go after what's now available. Concentrate on what is going to be developed. There may be more money available in the future. It's crazy to go traipsing after the first three little acres. Voters didn't vote on specific green blobs. Go after more money later—need another bond measure. (followed by applause from many participants)

We will need another bond measure

- I hope you're first in line to volunteer to help a money bond measure. It takes hours and hours to get one passed!
- Which neighborhood association did you go to? You need to go through the grass roots organizations. CPOs are not neighborhood associations! The county line divides. Land use committee and board are key to getting to neighborhood associations, and you are not there!! You have to be present.
- It may not be best to have predetermined criteria. I'd like to see multiple areas, multiple criteria for multiple areas.
- I'm interested in a specific area. These people [staff] have more information than all of us in this room. You'll never please all of the people. It's commendable to have goal and get input but it's like having a basketball team and filling spots on the team. Regardless of overall objectives, it's important to make the best purchase at that time. Have flexibility.
- In order to measure success afterwards, it may be worth having an easily attainable conceptual goal so you can point to success to bid for more money. That's is therefore a strong argument for main stem acquisition. It's hard to see if you were successful if acquire in small areas in the headwaters.

- One goal of Fanno Westside Trail is to connect to Tigard, Durham, Tualatin. It is a way to give southwest Portland residents access within five years to a trail that they don't have to drive to.
- I would like to see the GIS layer of citizen nominations on a map. In 1992 nominations were done.
- Have you run into opposition from local jurisdictions in other target areas?

Answer: Local jurisdictions are usually supportive.

- LIDs? encourage preservation of land?
- I support acquisition of the headlands area. I grew up in the area and want woods for children to play in, to protect water quality.
- If spend money in the first year or two, then go to the voters to get more money.
- You've got to be fair with what you present and deliver. I want a management plan. We were told we could get open spaces in southwest Portland, but instead it is out in Washington County.
- I want to protect the stream integrity. I don't want bureaucratic references to water quality. I'm referring to the ecology of the stream: the riparian areas, wildlife area and the fish in the stream. Nail down what you mean to preserve in a "natural state." A natural state does not exist in many areas.
- Create a system that gets better. I don't want it to be changed 50 years from now. I want it for perpetuity. This may be a way to move sewers back to streets.
- We can't anticipate what will come in the future; there may be unexpected alternatives we can't imagine now.

k:\staff\lirneatref\name\ancomm2.lst



FANNO CREEK GREENWAY QUESTIONNAIRE

The Metro staff invites you to participate in the refinement process for the Fanno Creek Greenway study. Refinement is the public process through which Metro adopts specific geographical boundaries and objectives for each target area. In the course of this process we interview stakeholders, evaluate the undeveloped land in the target area and formulate preliminary objectives. Please assist us by completing this questionnaire and sharing your ideas.

1. For the Refinement process being undertaken by the Metro staff, what key elements of the Fanno Creek Greenway acquisition should be emphasized? (Rank in order from 1 to 5, with 1 being the most preferred choice, and 5 as the least important).

- Connecting links to open space natural areas, parks, trails and greenways.
- Acquisition of the 100-year floodplain for urban open space, water quality, flooding protection, selected public access, etc.
- Acquisition of land for future pedestrian/bike paths along the greenway.
- Acquisition of larger acreage parcels adjacent to Fanno Creek for passive recreation purposes and rest stops along the greenway.
- Protection of the watershed and the tributaries that feed Fanno Creek for water quantity and quality.
- Other _____

2. What other interests should be considered? (Rank 1 to 5)

- Preservation/restoration of natural wildlife habitat
- Picnicking areas
- Public access
- Wetlands and riparian (streamside) corridors
- Educational opportunities
- Other _____

3. Specifically, where would you like to have better access to Fanno Creek?

4. Are there any locations where you would recommend against access?
Please briefly explain why.

5. What further suggestions would you propose to enhance the Fanno Creek Greenway?

6. What additional information would be helpful to you?

7. Additional comments:

8. Are you interested in participating in the Open Space Program as a willing seller or benefactor in the form of a donation, dedication or conservation easement?

Name, Address, Phone (OPTIONAL)

_____ Please add my name to your Fanno Creek Greenway Mailing List regarding future information, public meetings and events.

Please return to Metro Open Spaces Program, 600 Northeast Grand Avenue, Portland, OR 97232-2736. You may also call Metro's Open Spaces Hotline at 797-1919 for more information or to leave a comment.

Appendix E








CHALLENGE GRANT GUIDELINES


- \$1,000,000 challenge grant account.
- Willing seller.
- The property under consideration must include creek frontage or wetland features and its purchase must benefit the watershed.
- Subject to deed restriction keeping property in natural condition in perpetuity.
- Available until 1999 (or until the fund is depleted, whichever is first).
- First come/first served.
- Site must be predominantly in natural condition at time of purchase.
- Goal of a minimum 25% non-Metro match.


DRAFT REFINEMENT PLAN

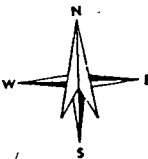
LEGEND

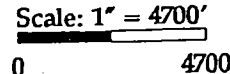
OWNERSHIP


-  Federal
-  State
-  County (> .2 acres)
-  City
-  School District
-  Service District
-  Parks/Open Space

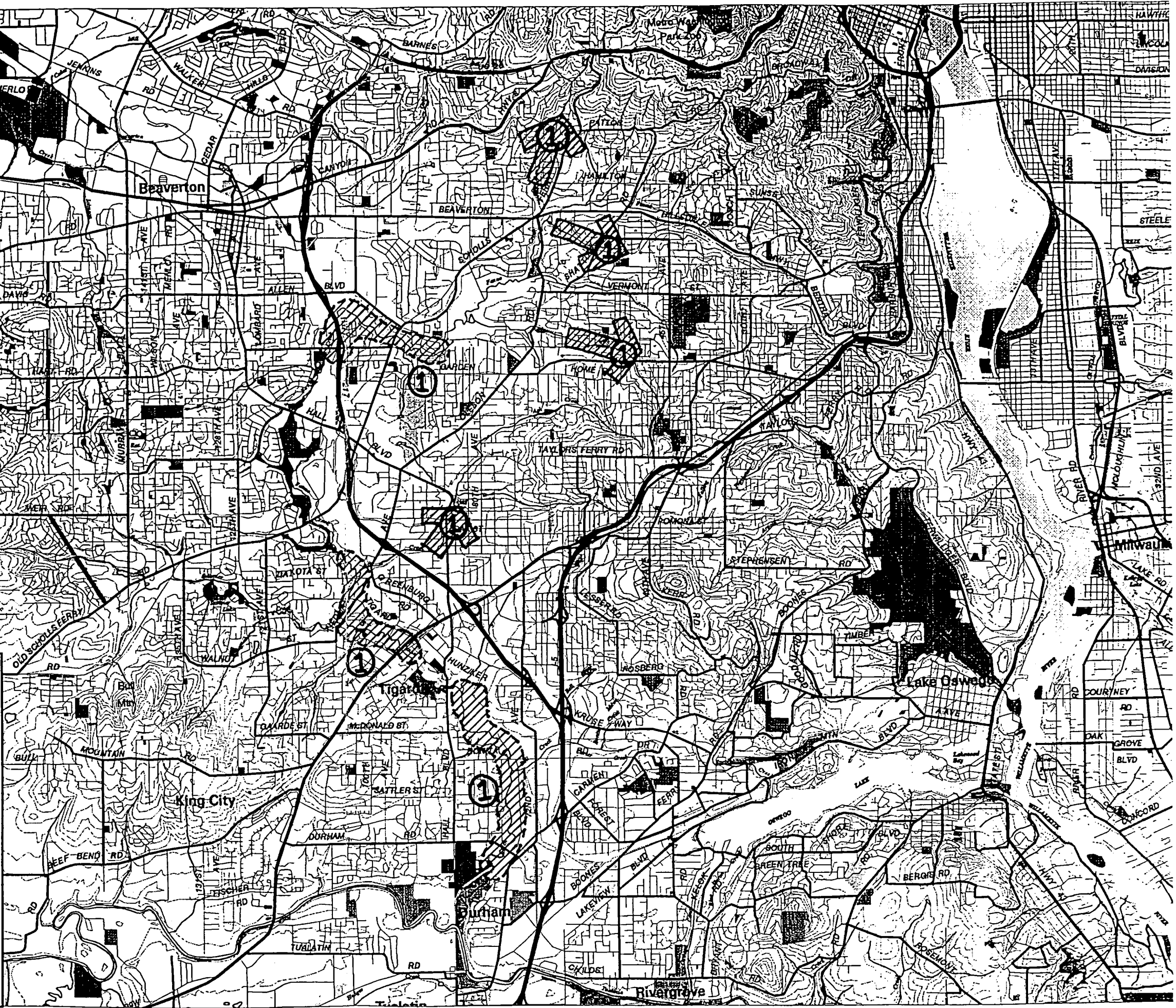
 Rivers/Streams

 Contour lines



 Scale: 1" = 4700'
0 4700'

 600 NE Grand Ave.
Portland, OR 97232-2736
(503) 797-1700



Staff Report

CONSIDERATION OF RESOLUTION NO. 96-2330, FOR THE PURPOSE OF APPROVING A REFINEMENT PLAN FOR THE TRYON CREEK LINKAGES TARGET AREA AS OUTLINED IN THE OPEN SPACE IMPLEMENTATION WORK PLAN

Date: April 26, 1996

Presented by:

**Charles Ciecko
Jim Desmond**

PROPOSED ACTION

Resolution No. 96-2330 requests the adoption of Target Area boundaries and objectives for the Tryon Creek Linkages Target Area. These boundaries and objectives will be used to guide Metro in the implementation of the Open Space Bond Measure.

BACKGROUND AND ANALYSIS

The Target Area description in the Bond Measure Fact Sheet (authorized by Council Resolutions 95-2113, 94-2050 and 94-2029B) is as follows:

"Tryon Creek Linkages. Acquisition of 20 acres in Tryon Creek watershed in Southwest Portland."

In the 1992 Greenspaces Master Plan, the Tryon Creek Linkages is described as follows:

"Tryon Creek watershed. One of the major remaining free-flowing tributaries running from the West Hills to the Willamette River. Tryon Creek State Park provides a remarkable assemblage of natural vegetation and wildlife habitat in the midst of a very urban area."

Target Area Description

The Tryon Creek watershed lies primarily within Multnomah County and the City of Portland jurisdictions. However, portions of the target area cross into Clackamas County and the City of Lake Oswego boundaries. The target area is bounded by Terwilliger Boulevard and the Willamette River to the east; Lake Oswego to the south; the neighborhoods along 50th Avenue and Capitol Highway on the west; and Garden Home Road and 1-5 to the north. The headwaters of Tryon Creek are found south of the intersection of Garden Home Road and Capitol Highway, and the creek joins the Willamette River at a point north of Roehr Park in the City of Lake Oswego. The largest of the target area's significant public open spaces is Tryon Creek State Park, a 635 acre natural day-use area between Terwilliger Boulevard and SW Boones Ferry Road. Tryon Creek State Park contains a 60 to 80 year old second growth forest of mixed coniferous and deciduous trees, and extensive trails and bike paths. Over 50 species of birds and many small mammals inhabit the park, including the sensitive pileated woodpecker. Steelhead and coho use Tryon Creek for spawning and cutthroat trout are found throughout the creek system.

The City of Portland owns three parks including West Portland Park, near the headwaters of Arnold Creek; Maricara Park, and the 23 acre Marshall Park, containing forest cover, habitat and water resources, including Tryon Creek. A joint Metro/Bureau of Environmental Services (BES) acquisition west of West Portland Park, has added approximately 10 acres to the open space inventory. The City of Lake Oswego area parks include Springbrook, Iron Mountain, and Waluga Park. Lewis and Clark College is a large landowner in the area and is planning an expansion of their athletic fields and additional construction.

The Tryon Creek drainage basin comprises Tryon Creek, Arnold Creek, Falling Creek, Playhouse Creek, Park Creek, and other smaller tributaries in a 4,500 acre area. The developable land is primarily zoned for single family housing. Increased construction in recent years has resulted in increased stormwater runoff and detrimental impacts to water quality. The condition of the creeks and tributaries varies, depending on the level of development surrounding them. In some instances, native vegetation and wildlife habitat is well established, in other cases, the stream courses have become degraded and non-native invasive plants are common. Specific sites throughout the watershed were assessed for biological significance by Maurita Smyth. Her report (attached here as Appendix C) provides a detailed description of the vegetation, wildlife and overall open space value of the most conspicuous parcels of undeveloped land.

Some protection to the stream courses is provided through the City of Portland's Environmental Conservation and Environmental Protection Overlay Zones which follow the creek corridors in Multnomah County. In addition, the *Southwest Hills Resource Protection Plan* prepared by the City of Portland identified resource protection measures for Tryon Creek State Park, Arnold Creek, Arnold Creek headwaters, Falling Creek and the Marshall Park area.

The Tryon Creek Linkages target area lies in close proximity to the Willamette Greenway with possible connections to it and the 40-Mile Loop Trail along SW Taylors Ferry Road and Macadam Avenue and the mouth of Tryon Creek to the south. The Terwilliger Trail, which runs through the Tryon Creek Linkages target area and, in particular, the state park, may provide a future connection to the proposed Fanno Creek Greenway.

Refinement Process

The Open Space Implementation Work Plan adopted by the Metro Council in November 1995, required that a Refinement Plan be submitted to the Council for approval for each target area. The Refinement Plan will contain objectives and a confidential tax-lot-specific map identifying priority properties for acquisition, enabling Metro to begin the acquisition of property and property rights as detailed in the Open Space Implementation Work Plan and in Resolution No. 95-2228. Resolution No. 95-2228 "authorizes the Executive Officer to acquire real property and property interests subject to the requirements of the *Acquisition Parameters* and *Due Diligence* guidelines of the Open Space Implementation Work Plan."

During the refinement process, field visits were conducted by Metro staff and environmental and planning consultants, biological assessments were undertaken on several important parcels, and planning documents were assessed. Twenty-four individuals were interviewed, representing property owners, governmental agencies, natural resource experts and non-profit advocacy groups. The stakeholders interviewed are noted in Appendix A, and the key refinement findings are summarized below.

Findings

- All the creek corridors in the Tryon Creek watershed are important to protect for water quality, habitat value and flood control. The riparian areas are also important for controlling temperature and siltation.
 - Acquisition of property by Metro or increased protection of certain areas as a result of easements, partnerships, or land use regulation would positively impact water quality in this drainage system. Arnold Creek flows into Tryon Creek and its headwater site is sparsely populated and largely undeveloped, but the headwater seep itself has become highly disturbed and the surrounding area is threatened with development. West of SW 35th Ave., the area was platted in 1889 as West Portland Park into 250 foot by 450 foot blocks with 40 foot wide rights-of-way. This unbuilt grid layout does not take into account natural topography. If developed according to existing plats, significant environmental damage would result.

A second important headwater occurs on the property east of Maricara Park. This two acre seep provides water quantity and quality to Arnold Creek and, thus, to Tryon Creek. The habitat value for this site is high based on the plant diversity, presence of water and connection to undisturbed open space.

- Water quality is a primary concern in Tryon Creek. New development is increasing runoff, altering natural flow regimes, and sanitary sewer lines that follow the creek periodically spill contaminated water. The amount of suspended sediments being deposited has increased. Maintenance or enhancement of fish resources will require careful treatment of water quality issues. Buffer areas around the park would enhance watershed protection.
- Several unique parcels ranging from approximately 1.5 to 10 acres were identified for possible acquisition due to their strategic location, resource values and overall conformity to Metro's acquisition criteria. The high land values in the area, together with the relatively small Metro acquisition budget, create the necessity to identify partners among the public and private sectors. A successful group of partnerships could result in leveraging opportunities and an increased amount of acquired land. At least two potential partners have already expressed interest in participation, including the City of Portland.
- Priorities for acquisition should be focused on parcels that directly enhance the State Park or that protect water quality in tributaries. A contiguous open space corridor from Lancaster Court, through Marshall Park, joining Tryon Creek State Park has support among a large number of the stakeholders. A pedestrian connection from Tryon Creek State Park to the mouth of the creek would also be desirable. It is also very important to provide fish passage at the mouth of Tryon Creek. Currently a sewer pipe crosses near the mouth.
- The sanitary sewers in or along the creeks have been in place for many years and it would be prohibitively expensive to move them. According to the Bureau of Environmental Services, they are working with an environmental consultant to remedy associated problems. BES's primary role in relation to this target area will be stewardship.

- Areas along the creek channels that have physical constrictions to fish passage should be reconfigured at some point in the future. The culvert at Tryon Creek and SW Boones Ferry Road is one example.
- A new high school is proposed on Terwilliger Boulevard adjacent to the state park. Many groups and citizens are opposed to this siting due to potential environmental impacts.
- Oregon Department of Parks and Recreation is not considering the purchase of any property around Tryon Creek at this time. This site is low on their priority list.

As a result of these findings, general objectives to guide Metro's acquisition and protection efforts throughout the target area include:

- Protection of water quality in Tryon Creek and its tributaries.
- Linkage between publicly owned open spaces.
- Optimization of the Metro/BES purchase in the West Portland Park area through infill acquisitions and expanded stewardship by neighborhood groups.
- Leverage of limited funds through a combination of strategic purchases and partnership agreements with public agencies and private land owners.
- Contribution to the region-wide network of greenways through linkages on the perimeter of the target area.

A public workshop to discuss the proposed Refinement Plan was held on April 18th in Lake Oswego. Approximately 100 people attended the workshop; their comments are summarized in Appendix B. A biological report by Maurita Smyth, an independent consultant, is attached as Appendix C.

A questionnaire (attached as Appendix D) was circulated and 30* were returned with the following results:

Q. #1. Prioritization of Key Elements	First Preference	2nd	3rd	4th	5th	6th
Forested riparian areas	77%	10%	13%	0%	0%	0%
Watershed protection	14%	37%	18%	7%	17%	7%
Arnold Creek headwaters	7%	17%	34%	24%	7%	11%
Fisheries preservation	4%	14%	11%	37%	24%	10%
Greenway connection to Willamette River	0%	17%	14%	0%	32%	37%
State Park Buffer Areas	0%	34	11%	31%	21%	33%

* Not all respondents answered all questions.

Q. #2 Other Activities	First Preference	2nd	3rd	4th	5th	6th
Stream restoration	63%	17%	17%	3%	0%	0%
Linkages to regional greenways	27%	53%	17%	0%	3%	0%
Trails for hiking, biking, horseback riding	7%	10%	14%	41%	28%	0%
Wildlife viewing	0%	14%	30%	20%	33%	3%
Educational	0%	10%	24%	31%	31%	4%

Regional Parks and Greenspaces Advisory Committee

A presentation of the Staff Report was given by Metro staff and its consultants at a public meeting in Room 370A of Metro Regional Center on April 25, 1996. This analysis and the resulting objectives were approved by a unanimous vote of the Regional Parks and Greenspaces Advisory Committee.

To adequately protect the water quality and natural resources along Tryon Creek, a Tier I area of approximately 200 acres has been identified. This area contains forested riparian areas along Tryon Creek and headwaters in non-contiguous areas. Tier II includes approximately 70 acres of land that serve to buffer Tryon Creek State Park and connect the park to the mouth of the creek.

GOAL:

Protect and enhance the ecological integrity and recreation value of Tryon Creek.

OBJECTIVES:

The following are prioritized specific objectives of the Tryon Creek Linkages Refinement Plan:

Tier I Objectives:

- Protect the streambed and riparian zone along Tryon Creek for habitat value, flood control and water quality benefits through acquisition, easements, or other preservation strategies.
- Provide linkage between Tryon Creek State Park and Marshall Park.
- Acquire the key parcels in the headwaters of Tryon Creek and Arnold Creek, and their associated seeps and wetlands.

Tier II Objectives:

- Provide linkage from the Tryon Creek State Park to the mouth of Tryon Creek at the Willamette River.
- Protect the riparian buffer zones along Arnold Creek and other tributaries in the watershed to provide wildlife corridors, enhance water quality and improve native fish runs.

Partnership Objectives:

- Work with neighborhood groups, Oregon Department of Parks and Recreation, and BES to improve habitat along the creeks and promote public education and stewardship.
- Work with private landowners to explore opportunities for conservation easements and water quality protection strategies.
- Work with the City of Portland to assist in land acquisition adjacent to city property such as Marshall, Maricara, and West Portland parks.
- Work with the Portland School District to protect the headwater seep by Maricara Park.
- Work with the City of Lake Oswego, Lewis and Clark College and Riverview Cemetery to coordinate linkages outside the Tryon Creek Linkages target area.
- Work with the City of Portland Sewage Treatment Plant to acquire land at the mouth of Tryon Creek and enhance water quality.

Executive Officer's Recommendation

The Executive Officer recommends passage of Resolution No. 96-2330.

**Appendix A
Stakeholders Interviewed -- Tryon Creek Target Area**

**Liz Callison,
Friends of West Hills Streams**

**Jack Wiles,
Oregon State Parks, Portland Office**

**Ron Chinn,
Marshall Park Neighborhood Association**

**Stephanie Wagner & Louise Shorr,
Friends of Tryon Creek State Park**

**Chris Beck,
Trust for Public Land**

**Leonard Gard,
Land Use Specialist,
SW Neighborhood Offices**

**Patrice Mango/Ivy Frances,
Bureau of Environmental Services**

**Judy Henderson,
Tryon Creek Corridor Committee**

**Diana Lee Haluka
General Services
City of Portland**

**Jay Mower,
Friends of Terwilliger**

**Patricia Huber,
Property Owner**

**Sonya Kazen,
Collinsview Neighborhood**

**Gary Evans,
Dept. of Parks and Recreation,
City of Lake Oswego**

**Deborah Lev
Natural Resources Coordinator
City of Lake Oswego**

**Michael Sestric,
Lewis and Clark College**

**Dawn Uchiyama,
Landscape Planner, City of Portland
Property Owner**

**Guy Orcutt,
Tryon Creek Council**

**Dennis Comfort,
Park Naturalist
Tryon Creek State Park**

**Lucille Beck,
Friends of Tryon Creek**

**Dick Caldwell,
Columbia Regional District
Oregon Department of Fish and Wildlife**

**Jim Sjulín,
Natural Resources Director,
City of Portland Parks Department**

**Margarete Nebetta,
Oregon State Parks**

Appendix B

**Tryon Creek Linkages Public Workshop
Lake Oswego City Hall
April 18, 1996**

Comments and Questions:

What happens after acquisition? What are the management programs you plan to put in place?

Staff responded by explaining stabilization and land banking, noting that the bond did not contain funds for management but was issued exclusively for acquisition.

We think you're on the right track with your refinement. The only concern we have is that isolated parks will receive inappropriate use from visitors, and would suggest that a caretaker arrangement be explored.

Staff responded that caretaker arrangements are something we are open to and would be happy to explore, but that we wouldn't be opening properties to the public without a management plan.

The Board of Directors of Friends of Tryon Creek has passed a resolution to the effect that the property separating Marshall Park from Tryon Creek State Park should be a top priority and that a trail linking the two should be established.

Calahan Watershed Association-- we are very much in support of your plan, and appreciate the watershed protection priorities it reflects.

The Stephenson Neighborhood Association would like to talk to your staff about how we can donate our environmental protection zone property to the program.

Metro should add to places you've already purchased near the West Portland Park so that the investment you've made there won't be compromised by inappropriate uses on adjacent land.

What is an Environmental Protection Zone?

Staff responded that an EP zone is restrictive zoning that establishes buffers around stream corridors. It is further surrounded by an environmental conservation zone in which development is limited by and often includes mitigation requirements.

To what degree have discussions begun with owners in Tier 1?

Staff responded that in the interest of preserving landowners' privacy, a detailed response was inappropriate, and that because we did not want to get out in front of our refinement process, discussions had in fact been limited. However, once refinement is complete, contact will be swift and extensive.

A spokesman for the Marshall Park Neighborhood Association stated they are 100 percent in support of Metro's efforts, and would like to note that lots between Marshall and Tryon parks would be good acquisitions.

Do you do anything other than outright purchases of property?

Staff responded that the bond measure allowed it to use every tool available to protect lands and, including bargain sales, acceptance of gifts of land, conservation easements, and management agreements. Staff is interested in leveraging bond money to the greatest extent possible through the creative use of such tools.

A member of the audience endorsed acquiring a linkage between Marshall and Tryon parks as a top priority.

Do you have enough money to purchase all of Tier 1?

Staff responded that although funds were limited, through the use of partnerships and creative land protection strategies, the goal was, although a challenge, one that was achievable.

Don't give up on the linkage between Tryon Creek and the Willamette River - it's important to anadromous fish.

Appendix C

Biological Site Evaluations Summary Report - Tryon Creek Area, Portland and Lake Oswego, Oregon

**Metro Parks and Open Spaces Program
Submitted by Maurita Smyth, Environmental Consultant
April 9, 1996**

This summary includes individual sites previously identified for biological evaluation by interested local parties and Metro staff. Individual site descriptions are based upon a single site visit conducted on March 13th or March 18th, 1996. Many shrubs were beginning to leaf out, but most spring flowering plants were not showing. Consequently, the list of plant species identified during field surveys is not all inclusive of deciduous plants that may or likely exist on any individual site. Additional information on some sites may be found in the Greenspaces inventories conducted in 1990 and 1991 and the Goal Five Inventory conducted in preparation of the Southwest Hills Resource Protection Plan, Bureau of Planning, Portland 1991. For sites with potential to be included in the Metro Parks and Open Spaces program, additional biological information would be needed to develop site specific management plans.

Methods

Prior to and during field reconnaissance, information was gathered from all available sources on potential areas to be surveyed. Sources included the Tryon Creek Watershed Atlas, the Report on Historic and Current Fish Populations of Streams Within the Greater Portland Metropolitan Area, Tryon Creek Corridor Committee report on the Foley property, among other sources. Interviews were also conducted in the field with local residents, property owners, and representatives of various neighborhood friends groups. Aerial photos interpretation in conjunction with a review of topographic maps was completed to further identify sites that were greater than .75 acres and vegetated at least with overstory trees. Initially, eight potential sites were chosen for field investigation based upon the pre-field information review and recommendations by Metro staff of sites important to local residents.

Field surveys consisted primarily of a walk through noting all plant species, the presence, type, and condition of water features (e.g., springs, seeps, creeks), level of disturbance, complexity and diversity of observed plants and animals or their sign, interspersion or connection to other habitats, and unique features. Habitat value was calculated using the habitat parameters listed above. Notation was also made as to a site's potential for enhancement or restoration and whether it has the potential to provide flood storage or water quality benefits to aquatic wildlife (includes fish).

SITE DESCRIPTIONS

Site #1 - Arnold Creek Headwater area

Location: This site is located between SW 43rd and SW 39th streets to the west and east, and Arnold and Coronado streets to the north and south, respectively. The survey included ten acres of a recent Metro purchase, plus additional adjacent lands that border the new purchase.

Size: estimated 20 acres, of which approximately 2.0 acres would be new purchase

Description: This site is a mixed second-growth (young/mature) conifer-deciduous forest dominated mostly by native plants with some non-native invasive species along the periphery and where the habitat has been disturbed, such as along the recently installed sewer line. Dominant overstory trees include red alder, big-leaf maple, and Douglas-fir with some recruitment as sapling trees. Western red cedar is also present on the site. The shrub layer is well developed. Non-native shrubs include Himalayan blackberry existing as dense stands in border areas and the sewer line near the edge of the habitat, and English holly existing as mostly scattered individuals or small clumps.

Dead wood habitat occurs as scattered stumps and downed logs in varying age classes, many with root wads attached. There is recent windfall especially at the east end and some broken topped trees, mostly big-leaf maple. The creek had running water on the day of the site visit which was clear. The actual headwater seep at Palatine is located in a backyard and is highly disturbed. The seep area at the east end, on what I believe, is the park block site, exhibits hydrologic function, however, a trail runs through the middle of the seep and that area is highly disturbed. The parcels that have are adjacent to Metro's land and the park block essentially continue the habitat provided within the recent purchase. They provide additional buffer to the creek riparian area and the seep.

Wildlife species or their sign observed during the site visit include: golden-crowned kinglet, rufous-sided towhee, ruby-crowned kinglet, Steller's jay, pileated woodpecker (sign), dark-eyed junco, American robin, northern flicker, varied thrush, black-capped chickadee, winter wren (on territory), and band-tailed pigeon. Observed mammals included eastern gray squirrel, chickaree, and mole sign. According to local nearby residents coyote and raccoon have also been observed on the site.

Presence of TES species or other species of concern: Pileated woodpecker sign was observed on several trees within the site. No other species of concern were observed during field surveys.

Level of disturbance: The level of disturbance is relatively low throughout most of the site. Non-native invasive plants exist along the periphery and along the sewer line, however, the neighborhood and BES are in the process of removing much of the blackberry and replacing it with native plants. The headwater seep and the east end seep are highly disturbed.

Habitat Value: The site's habitat is high based upon the presence and diversity of native plants, the low level of disturbance, well-developed tree, shrub, and herbaceous layers, its size (which provides secure nesting habitat for some species), and the presence of water as a seasonal creek and seeps. Continued problems with non-native plant invading the site is likely high and the site is somewhat isolated from other habitats by virtue of its position in the stream continuum but connected hydrologically and by the continued forest cover to downstream areas.

Site #2: School District 1 Property located at 25th and Trachsel streets

Location: This site is bordered on the north by Trachsel Street and on the east by the dead-end of 25th Street. The northwestern border is city owned open space land and the southwestern border is Maricara Park.

Description: This site and the city-owned parcels to the west are composed of young/mature upland mixed conifer-deciduous forest with dominant overstory trees varying throughout the site. For the most part, the overstory on the School District site is dominated by an even-aged stand of Douglas-fir with an average diameter at breast height (dbh) of approximately 10 inches. Some scattered fir trees range from 20 to sometimes 30 inch dbh. The shrub layer is highly diverse. Salmonberry exists as a distinct stand in the moister part of the site near the large seep area described below. There are also seedling and sapling Cascara trees, and scattered hazelnut trees. A few western red cedar saplings are also present.

Canopy closure at leaf on is estimated to be 90% or greater with some small opening, e.g., near the trail which transects the property from east to west. Dead wood habitat is scattered as standing snags and as downed wood averaging 10-20 inch dbh in decay Class III to IV range (bark is soft or not present, insects have well worked tunnels, and the log may be embedded in the ground and covered with moss).

In the center to west end of the site, there is a large (estimated at approximately 2 acres) of headwater seeps. Water was running clear at the time of the field survey (March 18, 1996), emanating from a broad area and flowing south to Arnold Creek. Wildlife species or their sign observed during the site visit include: rufous-sided towhee, American crow, golden-crowned kinglet, black-capped chickadee, Steller's jay, pileated woodpecker (sign), winter wren (on territory), red-breasted nuthatch, brown creeper, pine siskin, hermit thrush, mourning dove, and band-tailed pigeon (feathers and part of a carcass), eastern gray squirrel, and chickaree (sign).

Presence of TES or other species of concern: Pileated woodpecker sign was observed in the site. Band-tailed pigeon is not a listed species, however, the Oregon Department of Fish and Wildlife (ODFW) has been closely monitoring this species because its primary habitat requirement, seeps or springs which are needed as a mineral source during breeding season, is becoming more scarce.

Level of Disturbance: low. This site includes a main trail and several smaller, but not frequently used, trails. Non-native plants can be found at the edges, but the site remains for the most part an intact native forest.

Habitat Value: Habitat value for this site is high, based upon the structural and species plant diversity, the mix of forest types—deciduous, coniferous, wet and upland, the presence of water and the existence of a headwater seep area, connection to adjoining open space which is relatively undisturbed and to other downstream habitats in the tributary and to mainstem Arnold Creek, dominance of native plants, and the presence of suitable habitat for species of concern.

The site is also large enough with a low level of disturbance to support nesting habitat for neotropical migrant birds, such as warblers and vireos.

Site # 3: Confluence area of three headwater tributaries to Arnold Creek

Location: This site includes the treed stream corridors of Arnold Creek tributaries located south of Arnold Street, north of Stephenson Street and east of SW 35th Avenue. It also includes a portion of the mainstem of Arnold Creek lying approximately due north of SW Oak Creek Drive. Most of this site is located on multiple parcels that compose private backyards.

Description: This multiple-ownership site generally consists of a mixed conifer-deciduous forest canopy of varying width depending upon encroachment from housing. Dominant overstory trees include Douglas-fir, red alder, big-leaf maple, and at the three tributary confluence area itself, western red cedar. The shrub layer in some places is predominantly Himalayan blackberry and in other places supports native species such as Indian plum, hazelnut, and sword fern.

Since access across private property was not provided, habitat typification was completed based upon peripheral views from several places and aerial photo interpretation. A gravel road crosses the creek near Lancaster Street; however, this road has been blocked at the south end, thereby eliminating car traffic. Wildlife species or their sign observed during the field survey include Steller's jay and rufous-sided towhee.

Habitat Value: Generally habitat value would be low to moderate for many bird and mammals species. Salamanders have been observed within the site (personal communication with resident on SW 35th); however, species identification has not been made. The site is essentially linear, disturbance level and potential is high, and non-native invasive plants are common. However, the site continues to provide shade and cover to the stream and what aquatic organisms that may live there. It is also connected upstream via one of the tributaries which originates in Mountain Park development and downstream to other areas on the mainstem of Arnold Creek.

Site # 4: Marshall Park Neighborhood Property

Location: This site is located between Lancaster and Collins Circle streets west of 18th Place.

Description: This site comprises approximately 10 acres of forested and pasture habitats. The west/southwest portion of the site is dominated by a western red cedar forest with approximately 90-95% canopy closure. Shrub and herbaceous vegetation within most of this forest is sparse due to the high degree of shading. The extreme ends of this forest habitat have a more developed shrub layer and include such native species as Indian plum, salmonberry, red elderberry, and snowberry; and non-native species such as Himalayan blackberry, English holly, and laurel. Non-native grasses, likely ryegrass and Johnson grass, can be found in these areas. Douglas hawthorne trees are also located south of the forested area.

Dead and down logs are scattered throughout the cedar forest and several new trees fell during the 1996 winter storms. Downed logs are mostly in the Class III-IV decay class, with the exception of new falls. Snags are few, but show signs of use by hairy woodpecker and sapsuckers.

North of Tryon Creek, the forested area is dominated by a mix of deciduous/conifer species, including big-leaf maple, red alder, Douglas-fir and western red cedar. Some of the big-leaf maple exceeds 20 inches dbh and a few showed signs of damage from winter storms.

Wildlife or their sign observed during the field survey on March 18, 1996 include black-capped chickadee, rufous-sided towhee, house finch, winter wren, raccoon, coyote, and garter snake. According to local residents, pygmy owl live in the cedar woods, and newts have been observed in the site.

Both the mainstem Tryon Creek and the tributary creek had clear running water at the time of the field survey. According to a neighbor, both streams run perennially, but at low levels during summer months.

In addition to the creeks, there are two smaller drainages on both sides of Tryon Creek. One is a small ditch several hundred yards west of Collins Court. This drainage appears to be a remnant stream from a seep area that may have existed on site prior to development of the pasture. It may also be indicative of drainage from uphill development, including the nursery. This small drainage feeds into mainstem Tryon Creek in the broader floodplain area, most of which is now in pasture with the exception of a narrow riparian strip along the mainstem. The other drainage is a relatively large feeder stream that originates on the west side of Lancaster Drive and flows through a steep vegetative canyon along the south border of the site. This stream borders housing lots on Broadleaf Street, but is relatively untouched by development and has good native plant diversity.

Habitat Value: Habitat value on this site ranges from moderate to high. Although the agricultural habitat is highly disturbed due to non-native plants and impacts from long-term grazing, the site does provide a mix of open fields, forest, and edge habitats that support or could support a variety of wildlife species. Vegetation is diverse both structurally and genetically.

The site can be enhanced and native plant dominance restored over time. Because the site sits on a broad flat and includes the confluence of major tributaries and the mainstem Tryon Creek, the site has great potential to provide stormwater and water quality benefits. If fish passage problems can be solved downstream, anadromous and resident fish could be restored to this part of Tryon basin, an area that likely supported these species historically.

Site # 5: Atwater Road Drainage

Location: Unnamed creek running east from Knaus Road south of Country Commons Road and, in part, parallel to the eastern portion of Atwater Road within the Lake Oswego urban

growth boundary. The site includes that portion of the creek that flows across the north-south (dead ended) portion of Atwater Road, south of Country Commons Road.

Description: The site is highly disturbed lacking in species and structural plant diversity. It includes agricultural fields to the west which are actively used for grazing. This pasture area is dominated by grasses and some scattered shrubs and trees, including Himalayan blackberry. Where the creek actually crosses the closed portion of Atwater Road (which is a small footpath), the area is flat and supports a wetland with open water and scrub-shrub components. Canopy closure at full leaf on is estimated to be about 75%. A few snags with cavities exist on site. The site is surrounded by suburban development, some of it very recent.

Below the site, the stream enters into an older established neighborhood. Here the creek runs behind houses and open areas within a steep canyon. The housing section of the creek shows typical disturbance, e.g., lack of shrubs and cleared areas as lawns or bare ground to creek side.

Habitat Value: Habitat value for this site is low due to the high level of disturbance, the likelihood of further habitat degradation from new development, the lack of native plant species and structural diversity, and lack of connection to other habitats with the exception of downstream to Tryon Creek.

Site # 6: Arnold Creek at SW 16th Drive

Location: Mainstem Arnold Creek including an area immediately west of SW 16th Drive following Arnold Street to Boones Ferry Road.

Description: This site includes the mainstem Arnold Creek channel and adjacent riparian area which is mostly dominated by a conifer dominated forest. Western red cedar, big-leaf maple, and red alder are dominant overstory trees. Shrub and herbaceous layers are well developed.

At SW 16th Drive, Arnold Creek drops in a dramatic waterfall. This falls is comprised of large boulders which may have naturally formed due to a landslide or could be the result of the cut and fill road development along Arnold Street and SW 16th Drive. The falls is likely a barrier to upstream migration of salmonid fishes. Large fir and cedar trees have fallen across the stream channel, providing shade to the aquatic environment and travel corridors for mammals and herpetofauna.

Habitat Value: Habitat value is moderate to high based upon the dominance of native plants, a well developed canopy of conifers and deciduous trees, structural and species plant diversity, and connection upstream on mainstem Tryon Creek and several tributaries.

Site #7 Headwater Tributary Area south and east of Collins Property

Location: This site is bounded on the north by Arnold Street, the south by the closed area of Coronado Street, the east by private lots off Palatine and Coronado streets, and the west by private lots along SW 16th Drive.

Description: This habitat is essentially an extension of the habitat at Site # 6 and the three-forked tributary headwaters become one stream which empties into Tryon Creek just downstream of Site #6. In this area, the forest is dominated in the overstory tree by big-leaf maple, mature western red cedar, and Douglas-fir in the drier upland area. Unstable slopes have been gravelled in some areas. The house on the site is located over a tributary stream.

Habitat Value: The habitat value for the entire site is generally high due to the dominance of native plants; species and structural diversity; connection to Arnold Creek; its size, which is estimated at 17 acres in several land ownerships; and its relatively undisturbed state. There are, however, some backyard impoundments in the upper reaches of the headwaters and flow was muddy during the site visit.

Site # 8 Property at the mouth of Tryon Creek

Location: This site is located east of Macadam (State Street, Lake Oswego) on Stampher Road in unincorporated Clackamas County.

Description: The site includes several houses and outbuildings along the west boundary and in the south central portion near the Willamette River. Currently most of what was lawn interspersed among cottonwood and other hardwood trees is now under up to four feet of sediment deposited in the February, 1996 flood.. This area is bounded on the south by the City of Lake Oswego's sewage treatment plant. A sewage treatment outfall is located on the site several hundred feet downstream of Macadam Road. Water from this outfall was brown on the date of the site visit, March 29, 1996.

The north side of Tryon Creek has been riprapped with large boulders. The creek channel on March 29, 1996, was confined to the south bank, which is steep and vegetated mostly with Himalayan blackberry. The channel will likely widen to its former boundary after the sediment has been washed into the Willamette. The east boundary of the site is the Willamette River. No riparian vegetation, with the exception of a few trees, is located along this shoreline which also has several feet of sediment deposit.

Presence of TES or other species of concern: None observed during the field survey. Anadromous fish, such as steelhead, migrate upstream through the site. According to the owner, Pacific lamprey were observed moving upstream about 2-3 years ago..

Habitat Value: Habitat value is low for this site, which is mostly developed as buildings, or is vegetated by an open canopy of hardwoods with lawn in the herbaceous layer north of Tryon Creek and dominated by mostly non-native shrubs with cottonwood and alder on the south

shore. There is one large pool downstream of Macadam Avenue which holds steelhead in their migration upstream. Disturbance and its potential is high and will likely remain so.

Site # 9 Property along SW Lancaster Road by SW 16th Drive

Location: The site is located along the west side of Lancaster Road between SW Palatine, approximately 600 feet below SW 16th Drive.

Description: This site includes approximately 15 acres of steep-sloped upland and riparian forest dominated by moss covered big-leaf maple with some patches of Douglas-fir. Dominant shrubs include Indian plum, Oregon hazel, red elderberry, and vine maple, all native species. Herbaceous vegetation includes trillium, sword fern, stinging nettle, and Pacific waterleaf. A drainage originates on the site and flows downhill eventually merging with Arnold Creek at the Arnold and SW 16th Drive intersection after passing through a rural residential area. A pair of mallards was observed in the pool during the site visit. Woodpecker sign was visible on some stumps.

Habitat Value: The habitat value of this site would be moderate based upon the structural and species plant diversity and the presence of water. However, the site has been fragmented from downstream forest habitat by Lancaster Road; it is narrow, and there is high potential for disturbance from adjacent development.

Site #9 Potential linkage property between Tryon and Marshall Parks

Location: This site is located at the dead end of Kari Lynn Drive northeast of SW 11th Drive. The site is bounded in part on the north, east and south by Tryon Creek State Park land.

Description: This site was typified from its periphery at Kari Lynn Drive and comparing the site using aerial photos to adjacent state land. The site is approximately 13 acres of native upland mixed conifer/deciduous forest habitat. Dominant overstory trees include mature and large western red cedar and big-leaf maple. The site crosses Tryon Creek mainstem (this area not surveyed). Non-native plants include English ivy and buttercup, which are known to be pervasive throughout Tryon State Park. Wildlife or their sign observed include American crow, American robin, golden-crowned kinglet, and woodpecker sign.

Habitat Value: Habitat value is generally high based upon the dominance of native plants, species and structural diversity, the presence of water, its relatively undisturbed condition, and connection to Tryon Creek and associated upland and riparian forests.

Site #10 Boones Ferry and Stephenson Road Neighborhood

Location: This site is located along Boones Ferry Road almost due east of the intersection with SW Stephenson Road.

Description: The site is an upland deciduous dominated forest that abuts Tryon Creek State Park to its east. Overstory trees also include western red cedar (including seedlings) which is found mostly as a linear strip along the western boundary and red alder. Canopy closure is estimated to be 80-85% at full leaf on. Shrubs include natives such as Indian plum, Oregon hazel, and hawthorne sp. seedlings. English ivy, English holly (as small trees), and clematis are found throughout the site. Ivy is the most pervasive invader. Herbaceous vegetation includes trillium, and Pacific waterleaf. No water source exists on the site.

The site is highly disturbed due to the extent of ivy on the ground and growing up many trees. There is a horse trail that also transverses the property. This trail is much used and provides runoff and sediment downhill into Tryon Creek.

Habitat Value: Habitat value is low due to the even-aged nature of the stand which is mostly big-leaf maple and the pervasive presence of non-native ivy, clematis, and holly. Disturbance is high and will likely continue. Restoration potential is low.

Site #11 Open space at Englewood Drive

Location: This site is located near the dead end of SW Englewood Drive east of Boones Ferry Road and west of Tryon Creek State Park.

Description: This site is a steep sloped forested area dominated by Douglas-fir, big-leaf maple, and red alder. Oregon hazel and Indian plum are dominant shrubs in the area observed along SW Englewood Drive. Non-native English ivy and English holly are pervasive. Small (less than 6 inch dbh) snags occur on the site as scattered individuals.

The area was likely a conifer forest that was harvested and not replanted so is now dominated by deciduous trees. The site is connected to open space parkland to the north, east, and south and by rural mini farms to the west. A very small portion of the tributary that begins south of SW Englewood Drive and flows along Meadows Way eventually emptying into Tryon Creek flows in the very southeast corner of the site.

Habitat Value: Habitat value for this site would be low due to low species and structural diversity, its lack of water, and the presence of non-native invasive plants.

Site # 12 Maplecrest Drive property

Location: SW Maplecrest Drive between 14th Place and SW Maplecrest Court, immediately east of Marshall Park.

Size: Estimated 2 acres

Description: The site is essentially rural residential property that includes a house, outbuildings, and a horse pasture downstream of Maplecrest Drive. The mainstem Tryon Creek runs through the east side of the property with a large pool just downstream of the culvert at SW Maplecrest Drive. The mainstem substrate is composed of gravels and cobble

with some sedimentation apparent. A tributary stream enters the site from the northeast and joins the mainstem south of the house. The mainstem and tributary were flowing clear on April 7, 1996, the date of the field survey.

The middle of the site is dominated by a horse pasture. This area is wet and vegetated by grasses and forbs and is bounded by a chain link fence. The riparian vegetation consists of some shade conifers at Maplecrest Drive and no trees or shrubs within the pasture itself. Overstory trees on the west and east sides of the pasture include western red cedar and big leaf maple. On the west side of the site, overstory deciduous and coniferous trees range from 60-80 feet with average dbh of 15 inches. Ages likely range from young/mature (40-60 years average) to tall saplings. There are also some western hemlock seedlings in this forest. Wildlife species or their sign observed during the site visit include American crow, song sparrow, and black-capped chickadee.

Level of disturbance: The level of disturbance is high on this site, although native plants dominate the forested areas. The pasture is heavily used and there is virtually no riparian vegetation along the stretch of the Tryon Creek that transverses the property.

Habitat Value: Habitat value is generally low for this site with the exception of the west side forest which although small is dominated by native species and has a moderately developed shrub layer. The site has water and is connected vegetatively to upstream Tryon Creek aquatic and upland habitats, and downstream to Marshall Park and the tributary stream and its associated riparian forest at Maplecrest Drive. The site has good potential to be enhanced and the riparian and aquatic habitats restored.

Special Note on Aquatic Habitat:

Fish passage at Boones Ferry Road is now blocked by a perched culvert. Passage could be made available if 1) ODOT replaced the existing culvert with one designed to allow passage, or 2) the pool area immediately downstream of Boones Ferry were deepened by the placement of a berm at the downstream end of the pool (Uchiyama property). Placement of a berm in this area would raise the water level to allow anadromous and fish to pass upstream to suitable habitat that now exists in the mainstem and in Arnold Creek. The storm event in February resulted in major bank building in the floodplain at the confluence of Arnold and Tryon Creeks (north of Boones Ferry Road). This will provide long-term benefits to riparian habitat which had been lost due to previous bank undercutting. The addition of streamside shrubs both above and below this culvert would make this area passable and provide better instream habitat for prey.

**Tryon Creek Target Area
Questionnaire**

The Metro staff invites you to participate in the refinement process for the Tryon Creek Target Area study. Refinement is the public process through which Metro adopts specific geographical boundaries and objectives for each target area. In the course of this process we interview stakeholders, evaluate the undeveloped land in the target area and formulate preliminary objectives. Please assist up by completing this questionnaire and sharing your ideas.

1. For the refinement process being undertaken by the Metro staff, what key elements of the Tryon Creek target area should be emphasized as part of the land acquisition? (Rank in order of importance to you, with 1 being the most important, and 6 as the least important)

Acquisition of contiguous forested riparian areas along Tryon Creek for multiple values; including wildlife and fisheries habitat, water quality enhancement, watershed protection and selected public access, etc.

Protection of upper watershed lands and smaller tributaries within adjacent residential zones.

Additional acquisition of the headwaters of Arnold Creek for wildlife value and water quality protection.

Preservation/ restoration of the resident and anadromous fisheries associated with Tryon and Arnold Creeks.

Provision of a greenway connection from the State Park to the mouth of Tryon Creek at the Willamette River.

Acquisition of buffer areas adjacent to the State Park for visual protection and water quality enhancement.

2. To guide Metro in the land selection process, what other activities should be considered? (Rank on a scale of 1 to 6, same as above)

Educational and interpretive opportunities

Stream restoration and environmental stewardship programs

Wildlife viewing

Trails for hiking, biking and horseback riding

Additional linkages to regional greenways and natural areas

Other

3. Do you have further suggestions to enhance the value of the Tryon Creek target area?

4. What additional information would be helpful to you?

5. Additional comments:

6. Are you interested in participating in the Open Space Program as a willing seller or benefactor in the form of a donation, dedication or conservation easement?

Please add my name and address to your Tryon Creek mailing list for future information, public meetings and events. (OPTIONAL)

Name: _____
Address: _____
Phone Number: _____

Please return questionnaire to Metro Open Spaces Program, 600 N.E. Grand Avenue, Portland, OR 97232-2736. You may also call Metro's Open Space Hotline at 797-1919 for more information or to leave a comment.



METRO

TO: Metro Council
FROM: Michael Morrissey
DATE: May 16, 1996
RE: Regional Facilities Committee Reports

The following resolutions were heard at the May 6 Regional Facilities Committee meeting, and received unanimous votes to forward to Council for approval:

Resolution 96-2328, For the Purpose of Authorizing an Intergovernmental Agreement Between Metro, The Port of Portland, and Multnomah County Sheriff's Office for Boat Moorage at the M. James Gleason Boat Ramp.--Charlie Ciecko staff presenter. No questions of comments.

Resolution 96-2324, For Authority to Release an RFP for the Music by Blue Lake Food Services Contractor and to Execute a Contract--Julie Weatherby staff presenter. Councilor McFarland asked why this is a multi-year contract. Ms. Weatherby said it was more efficient, especially with the attempt to gain sponsors over several years. This is a 1 year contract with extension years. Vendor can back out if they are not making any money. Metro can back out under certain circumstances too.

Resolution 96-2230, For the Purpose of Approving a Refinement Plan for the Tryon Creek Linkages Target Area as Outlined in the Open Space Implementation Work Plan.--Jim Desmond made staff report. No questions or comments.

Resolution 96-2231, For the Purpose of Approving a Refinement Plan for the Fanno Creek Greenway Target Area as Outlined in the Open Space Implementation Work Plan.-- Jim Desmond made the staff presentation. There were no questions or comments.



METRO

GOVERNMENT AFFAIRS COMMITTEE REPORT

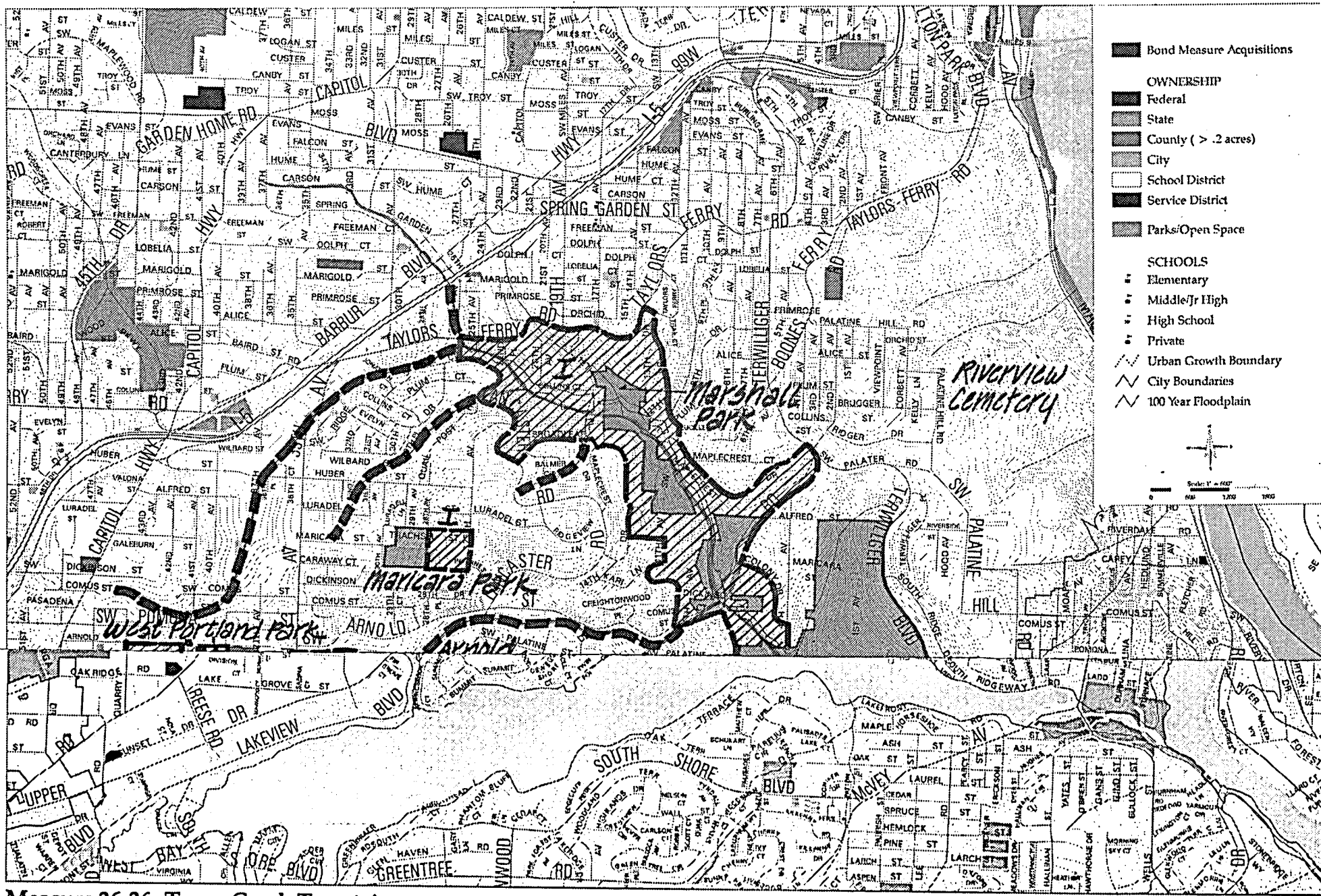
CONSIDERATION OF RESOLUTION NO. 96-2269, AMENDING THE INTERGOVERNMENTAL AGREEMENT OF THE REGIONAL EMERGENCY MANAGEMENT GROUP IN ORDER TO ADD CLARK COUNTY, WASHINGTON.

Date, May 15, 1996

Presented by Councilor Washington

Committee Recommendation: At the May 6th meeting the committee voted 3-0 to recommend Council adoption of Resolution 96-2269. Voting in favor: Councilors McFarland, Washington and McCaig.

Committee Issues/Discussion: John Fregonese, Director of the Growth Management Department made the staff presentation. There were no questions or comments.



Measure 26-26: Tryon Creek Target Area